

AGREEMENT

between

THE BOARD OF EDUCATION, DISTRICT 123

OAK LAWN-HOMETOWN, ILLINOIS

and

THE OAK LAWN-HOMETOWN

SUPPORT STAFF COUNCIL #123

of

LOCAL 943, ILLINOIS FEDERATION OF TEACHERS, AFT

2008-2009

2009-2010

2010-2011

2011-2012

2012-2013

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## **PREAMBLE**

This Agreement is made and entered into this 25th day of August, 2008 by the Board of Education, Oak Lawn-Hometown School District No. 123, Cook County, Illinois (hereinafter referred to as the "Board") and the Oak Lawn-Hometown Support Staff Council #123 of Local 943, Illinois Federation of Teachers, AFT (hereinafter referred to as the "Union") for the purpose of setting wages, hours and working conditions for persons employed in positions which are included in the bargaining unit described herein (hereinafter referred to as "Employees").

## **ARTICLE I RECOGNITION AND JURISDICTION**

### **Section 1. Recognition**

The Board recognizes the Union as the sole and exclusive bargaining agent with regard to salaries, wages, working conditions, and fringe benefits for the bargaining unit detailed below:

Included: All full and part-time maintenance and custodial personnel, building secretary, program secretary, office aide, receptionist, copy clerk, certified nurse assistant, instructional aide, teacher aide, media aide, technology – Level I, technology – Level II, technology – Level III.

Excluded: Maintenance supervisors, employees in seasonal positions which employment is for less than two (2) consecutive calendar quarters, substitutes and persons employed in part-time positions which are regularly scheduled for no more than 600 hours of work per fiscal year, and all supervisors, managers, officers, confidential employees, nurses, District office employees and all other employees employed by District 123.

For purposes of this Agreement, "fiscal year" is defined as the twelve month period commencing July 1 and ending June 30 of the next calendar year).

### **Section 2. Board Policy**

If any adopted policy, rule or regulation of the Board is in conflict with a provision of this Agreement, the latter shall prevail.

### **Section 3. Savings**

Should any article, section or clause of this Agreement be in conflict with any State or Federal law, rule or regulation, or declared illegal by a court of competent jurisdiction, said articles, sections or clauses, as may be the case, shall be automatically deleted from this Agreement to the extent that they violate the law, but the remaining articles, sections, or clauses shall remain in full force and effect for the duration of the Agreement.

#### Section 4. Effect of Agreement

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 Union, for the duration of this Agreement, each voluntarily and unqualifiedly waive any right, which might otherwise exist under law, practice or custom, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing.

#### Section 5. Board Rights

The Board retains and reserves the ultimate responsibility for proper management of the School District conferred upon and vested in it by the statutes and Constitutions of the State of Illinois and the United States, including, but not limited to, the responsibility for and the right to:

1. maintain executive management and administrative control of the School District and its properties and facilities and the professional activities of its employees as related to the conduct of school affairs.
2. hire all employees and, subject to the provisions of the law, to determine their qualifications and the conditions for their continued employment, dismissal or demotion, and to assign, promote or transfer all such employees,
3. delegate authority through recognized administrative channels for the development and organization of the means and methods of governance of the District according to current written Board policy or as the same may from time to time be amended.
4. determine work schedules, the hours of work, including the requirement of overtime assignments, and the duties, responsibilities and assignments of employees with respect thereto.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board shall be limited by the specific and express terms of this Agreement.

#### Section 6. No Strike

During the term of this Agreement, neither the Union nor any employee on the behalf of the Union or acting on his own shall engage in any strike, work stoppage, slowdown or refusal to provide services which will impede the operation of any schools, administrative offices or facilities of School District 123.

## **ARTICLE II WORKING CONDITIONS**

### **Section 1. Use of Facilities**

The Union shall be permitted to use a room in a school for meetings in accordance with the District's room utilization and rental procedures.

### **Section 2. Use of Mail System**

The Union shall be allowed the reasonable use of the inter-school mail system and email.

### **Section 3. Distribution of Agreement**

The Board shall distribute one (1) copy of this Agreement to each member of the bargaining unit. The Board shall determine the method of duplication. The Board and Union shall share the expenses of duplication and distribution.

### **Section 4. Deduction of Union Dues**

Upon receiving signed, written authorization (in the form set forth below) from an employee covered by this Agreement, the Board shall deduct union dues from such employee's pay in eighteen (18) bi-weekly installments over the course of the fiscal year. Each installment shall be an approximately uniform amount equal to the annual dues divided by eighteen (18). The Board shall make such deductions in the first through the eighteenth pay periods of the school year. Employees who authorize such deductions after the start of the school year shall only have deducted from their earnings the installments remaining due generally during the remainder of the school year, commencing with the first payroll period which begins on or after the receipt of said written authorization.

### **Section 5. Deduction of Non-Member Service Fee**

#### **A. Establishment of Service Fee**

All employees hired after the effective date of this agreement and covered by this agreement who are not members of the Union shall, commencing 60 days after their employment, or the effective date of this agreement, whichever is later, and continuing during the term of this agreement, and so long as they remain non-members of the Union, pay to the Union each month their proportionate share of the cost of the collective bargaining process and contract administration measured by the amount of dues uniformly required of members of the Union. Such proportionate share payments shall be deducted by the Board from the earnings of the non-member employees and be paid to the Union, except as may be provided otherwise by law for those employees with bona fide religious objections. The Union shall submit to the Board an affidavit which specifies the amount which constitutes said proportionate share, which amount shall not exceed the dues uniformly required of members of the Union. The Union 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, including, but not limited to damages, attorney's fees, and costs that arise out of or by reason of action taken by the Board for the purpose of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit or assignment furnished under any such provision.

## B. Religious Exemption

Such employees who would otherwise be required by Section A to pay a Service Fee but who object to such payment on the basis of bona fide religious tenets or the teachings of a church or religious organization of which they are members shall be required to pay an amount equal to the Service Fee to a non-religious charitable organization.

Such payments shall be deducted and transmitted to the charitable organization in the same manner as prescribed in Section A.

The charitable organization shall be designated by mutual agreement between the Union and the objecting employee. Failing mutual agreement, the Board shall transmit the deducted amount to one of the charitable organizations on the list maintained for such purposes by the Illinois Educational Labor Relations Board.

## C. Rebate of Service Fee

The Union agrees that should an arbitrator render a decision in accordance with the Union fair share implementation program requiring a rebate and/or rebate with interest to an individual(s), the Union shall comply with the arbitrator's award.

## D. Grandfather Provision

The provisions of the Fair Share Clause shall not apply to any person who was a member of the bargaining unit and did not belong to the Union as of the effective date of July 1, 1988, except and unless should those persons at some future date voluntarily agree to take out membership in the Union.

## Section 6. Notice of Available Positions

In the event the administration determines that a position is available, notice of such an opening shall be posted via the email system. The posting of said position shall occur within three (3) working days of the Board action creating the vacancy. Said posting shall be for a period of seven (7) work days. Interested employees may submit a written request to be transferred to the available position. In selecting a person to fill such an available position, the administration shall include, among the factors to be considered, the length of District service of any existing employee who has submitted a transfer request. Members of the bargaining unit, who apply, will be considered for vacancies or newly created positions before such positions are filled. An employee who has applied for a position but is not hired for that position shall receive a written notice regarding the hiring decision.

The selection of a person to fill an available position shall be made at the sole discretion of the administration whose decision shall not be subject to the grievance and arbitration procedure.

## Section 7. Normal Work Day/Normal Work Year

### A. Custodian/Maintenance

The normal work day for full-time custodians and maintenance employees shall consist of eight (8) hours of work which shall be interrupted by an unpaid meal period of thirty (30) minutes. A paid rest period of fifteen (15) minutes may be taken by full-time custodians and maintenance employees during

each four (4) hour work period. Except in cases of emergency, every effort will be made not to request elective assistance of custodial personnel during these times.

Normal work hours for day custodians/maintenance begin at 7:00 a.m. Normal work hours for full-time night custodians begin at 3:15 p.m. during the regular school year when schools are in session. For holiday/break periods during the school year, all custodians will begin at 7:00 a.m. For newly created positions, if work hours vary from these contractual hours, specific hours will be listed on the vacancy posting. The Board reserves the right to assign work hours to meet building/student needs. The Board and the Union agrees that the Board may adopt an alternative summer work schedule consisting of a four-day workweek (Monday through Thursday) and a ten and one-half hour workday (6:00 a.m. through 4:30 p.m.) between school terms during the months of June, July and August. When a custodian or maintenance worker is required to begin his/her shift early, the worker may request the option of leaving at the end of an 8 1/2 hour work day to be approved by the Principal and Director of Buildings and Grounds. The decision of the Principal and Director of Buildings and Grounds is final.

At no time will a building be without custodial services during student attendance hours.

## B. Other Bargaining Unit Employees (Beginning with the 2010-2011 school year)

### 1. Instructional Aide/Teacher Aide/Nurse Aide

The normal work day for such full-time aides shall consist of six and one-half (6 ½) hours of work which shall be interrupted by an unpaid meal period of at least thirty (30) minutes (i.e., not included in the 6 ½ hours). Two paid rest periods of ten (10) minutes may be taken by such aides or the paid rest periods may be attached to the meal period as approved by the aide's supervisor and coordinated with the classroom teacher. The normal work year shall consist of the school calendar.

### 2. Building/Program Secretary

The normal work day for a full-time secretary shall consist of seven (7) hours of work which shall be interrupted by an unpaid meal period of sixty (60) minutes (i.e., not included in the 7 hours). The normal work year shall consist of one hundred ninety-five (195) days plus up to an additional ten (10) days.

### 3. Tech Assistant

a. Level I. The normal work day for a full-time Level I Tech Assistant shall be the same as for aides and shall be interrupted by an unpaid meal period of thirty (30) minutes. Two paid rest periods of ten (10) minutes may be taken by the Tech Assistant or the paid rest periods may be attached to the meal period as approved by the Tech Assistant's supervisor. The normal work year shall consist of the school calendar plus up to an additional ten (10) days.

b. Level II. The normal work day for a full-time Level II Tech Assistant shall consist of seven (7) hours of work which shall be interrupted by an unpaid meal period of sixty (60) minutes (i.e., not included in the seven (7) hours). The normal work year shall consist of two hundred (200) days plus up to an additional ten (10) days.

c. Level III. The normal work day for a full-time Level III Tech Assistant shall consist of seven (7) hours of work which shall be interrupted by an unpaid meal period of sixty (60) minutes (i.e., not

included in the seven (7) hours). The normal work year shall consist of two hundred sixty (260) days.

4. Office Aide

The normal work day for a full-time office aide shall consist of seven (7) hours of work which shall be interrupted by an unpaid meal period of sixty (60) minutes (i.e., not included in the 7 hours). The normal work year shall consist of the school calendar.

5. Receptionist

The normal work day for a receptionist shall consist of a minimum of five (5) hours of work. A paid rest period of ten (10) minutes may be taken by a receptionist. The normal work year shall consist of the school calendar.

6. Copy Clerk

The normal work day for a copy clerk shall consist of a minimum of ten (10) hours of work distributed throughout the work week. The normal work year shall consist of the school calendar.

7. Media Aide

The normal work day for a media aide shall consist of three and one-quarter (3 ¼) hours of work. The normal work year shall consist of the school calendar.

C. Beginning with the 2010-2011 school year, any employee assigned to work outside of his/her normal work year to perform his/her regular duties shall receive his/her regular hourly rate of pay for time worked unless otherwise specified in this Agreement.

**Section 8. Overtime**

Employees shall be paid one and one-half (1-1/2) times their regular straight time hourly rate of pay for all authorized hours of work in excess of forty (40) hours in a work week. An employee shall obtain the pre-authorization of his/her supervisor before working beyond the employee's normal workday.

Custodial and maintenance employees interested in working overtime shall submit their names to their supervisor. Resulting overtime lists shall be revised twice yearly.

**Section 9. Minimum Call-Back Assignment**

An employee called back to work after having left work shall receive a minimum of two (2) hours of work at the appropriate rate unless the time extends into his regular work shift or unless the employee is called back to rectify his own error.

## Section 10. Holidays

### A. Custodian and Maintenance Employees; Technology – Level III Employees.

Full-time, eligible employees shall have the following paid holidays on the dates set forth for the observance as herein provided for those days occurring during an employee's regular work year:

1. New Year's Day
2. Dr. Martin Luther King's Birthday\*
3. President Abraham Lincoln's Birthday or President's Day\*
4. Casimir Pulaski Day\*
5. Good Friday\*
6. Memorial Day (as designated by Federal Law)
7. Independence Day
8. Labor Day
9. Columbus Day\*
10. Veterans Day\* \*\*
11. Thanksgiving Day
12. Day after Thanksgiving Day\*
13. Christmas Eve
14. Christmas Day
15. New Year's Eve

\* Provided that school is not in session on that day.

\*\* The employee has the option to take Veteran's Day or the day before Thanksgiving.

### B. Other Eligible Bargaining Unit Employees (Beginning with the 2010-2011 school year)

For purposes of this Section, "other eligible bargaining unit employee" is defined as a full-time employee who holds one of the following positions: technology - Levels I and II, certified nurse assistant, teacher aide, and instructional aide. Part-time eligible employees who work a minimum of thirty (30) hours per week shall have paid holidays pro rata based on their full-time equivalency. A part-time employee who received paid holidays during the 2009/2010 school term shall continue to receive pay for holidays pro rata based on his/her full-time equivalency.

1. Dr. Martin Luther King's Birthday\*
2. President Abraham Lincoln's Birthday or President's Day\*
3. Casimir Pulaski Day\*
4. Good Friday\*
5. Memorial Day (as designated by Federal Law)
6. Labor Day
7. Columbus Day\*
8. Veterans Day\* (or date designated by school calendar)
9. Thanksgiving Day
10. Day after Thanksgiving Day\*

\* Provided that school is not in session on that day.

- C. The above holidays shall be observed on the dates which are established for their observance as legal school holidays by the Illinois State Board of Education. If no date is thereby established for any of the above holidays or if the holiday falls on a Saturday or Sunday, a date for observance shall be established by the Superintendent no later than September 1.
- D. In order to be eligible for holiday pay, eligible employees must work their last regularly scheduled workday immediately preceding and their first regularly scheduled workday immediately following the day of holiday observance. For purposes of this requirement, an approved vacation day (i.e., for a custodian or maintenance employee) qualifies as a worked "scheduled workday". Appropriate use of a sick leave day qualifies as a worked "scheduled workday" for all other bargaining unit employees.
- E. Eligible employees shall receive holiday pay for a day of holiday observance computed at their regular straight-time hourly rate for the number hours of their regular workday.
- F. A custodian or maintenance employee who is required to work on one of the days of holiday observance established hereunder shall receive one and one-half (1-1/2) times his regular straight-time hourly rate of pay for the hours worked. Pay received for such hours worked shall be in addition to holiday pay.
- G. This Section constitutes the sole provision for paid holiday time-off for employees covered by this Agreement.

## Section 11. Vacation

### A. Custodian/Maintenance

1. Full-time custodian and maintenance employees shall start to earn paid vacation days as of the first day of the month which commences after their date-of-hire into a position included in the bargaining unit. Vacation time shall be earned at the rate of 1/12 the applicable annual amount for each complete month of service. No vacation time shall be earned during a month in which an employee is on unpaid leave.
2. All vacation time which has been earned by a custodian and maintenance employee shall be determined as of the last day of June each year. The amount of vacation time so determined shall be taken during the next fiscal year or it shall be lost, unless extended by mutual agreement between the employer and employee up to a maximum of one additional fiscal year. Up to five (5) vacation days can be extended into the next fiscal year beginning July 1. All other unused vacation days will be lost. Custodian and maintenance employees then begin earning new vacation time upon the start of the fiscal year which, in turn, shall be determined at the end of that fiscal year and taken in the following fiscal year.
3. Upon first starting to earn vacation, a custodian and maintenance employee shall earn vacation at the monthly rate of 1/12 of the annual amount of twelve (12) vacation days. Such rate shall continue until the fiscal year employee's anniversary of hire which begins on or after an employee has completed six (6) years of service in a position included in this bargaining unit. For that fiscal year, an employee shall earn vacation at the monthly rate of 1/12 of the annual amount of fifteen (15) vacation days. Such rate shall continue until the fiscal year which begins on or after an employee has completed nine (9) years of service in a position included in this bargaining unit. For that fiscal year and thereafter, a custodian and maintenance employee shall earn vacation at the monthly rate of 1/12 of the annual amount of twenty (20) vacation days. After the custodian or maintenance employee has

completed his/her 25<sup>th</sup> year of employment, s/he will receive twenty-five (25) vacation days. For purposes of this Section, time spent on unpaid leave shall not count toward the completion of a year of service.

4. Upon separation from employment, custodian and maintenance employees shall be paid for any earned but unused vacation days which are not lost pursuant to Section B above.
5. An advance pick of vacations shall be conducted during the month of January of each calendar year. Custodian and maintenance employees may schedule, in advance, any or all of the vacation days which they will be entitled to take after the start of the next fiscal year. The administration may designate dates or periods which may not be scheduled for vacation by any or all employees and may limit the number of employees who may schedule vacation on the same dates or periods. Such blocked-out dates shall be identified prior to the January employee vacation picks. In no event will vacations be permitted such that personnel would be reduced below a minimum of one Maintenance employee on duty at all times and one Custodian employee on duty at each building at all times. In the event more than the allowed number of employees request vacation on a permissible date or period, the request of the most senior employee shall be honored. For purposes of this section, seniority shall be defined as the length of continuous service to the District.
6. If a custodian and maintenance employee does not advance-schedule vacation in January as provided above, vacation time shall only be taken with the prior approval of the administration. Employees must request such approval at least forty-eight (48) hours in advance.

#### B. Building/Program Secretary

1. A building/program secretary hired prior to July 1, 2009, shall earn five (5) vacation days per year. Vacation days shall be granted July 1 of each year. Each unused vacation day as of June 30 will be paid out to the building/program secretary. A vacation day shall be computed at the regular straight-time hourly rate for the number of hours in a regularly scheduled work day for each building/program secretary.
2. Upon separation from employment, such building/program secretary shall be paid for any earned but unused vacation days.

#### Section 12. Personnel File

- A. Only one (1) official permanent file shall be kept for each employee in the district. Such file shall be in the Administration Center, and except for confidential communications, shall be available to the employee.
- B. Each employee shall have reasonable access to his file and shall have the right to insert materials relevant to his service in the district or his qualifications in general,
- C. Employees shall have the right to have photo copies of any non-confidential material in his file at the District's cost.
- D. No derogatory material shall be added to an employee's file unless the actual copy to be filed has been signed and dated by the employee. The signature indicates that the employee has read the materials, however, it does not imply agreement with its content. Nothing is to be deleted from the employee's

personnel folder. If an employee refuses to sign and date the copy, the notation to that effect will be placed in the employee's file.

E. The employee shall have the right to attach dissenting material to any non-confidential item in his file.

### Section 13. Evaluations

The Administration shall provide each employee with a written evaluation at least once a year. For custodial and maintenance employees, evaluations shall be conducted by the Building Administration with input from the Director of Building and Grounds and may include other supervisory and administrative personnel. For all other members of the bargaining unit, such evaluations will be conducted by the Administration/Supervisor with written input from other District employees for whom the bargaining unit member provides support services. Written input from other District employees, if any, will be provided to the employee being evaluated at the time of the evaluation conference.

The evaluation shall not be subject to the arbitration procedure. The purpose of the evaluation shall be to improve the quality of service but shall not be construed, nor shall any provision in this Agreement be construed, as creating any right to or interest in continued employment for any employee.

### Section 14. Layoff and Recall

If the Administration determines to reduce the number of employees in a seniority category recognized in Section 20, it shall give notice of any layoff to the affected employee(s) at least thirty (30) calendar days in advance of the last date of employment. Such employees who are laid off shall be placed on a recall list for a period of one (1) year after the last date of employment.

In the event of a layoff, an employee whose position has been eliminated may return to a position s/he previously held in another category and bump an employee in that category so long as the employee whose position has been eliminated has accumulated more seniority in continuous District employment (i.e., the aggregate of seniority held in all categories) than the employee currently holding the position. In such event, the employee returning to his/her previous position shall be compensated at the greater of the salary rate s/he last earned in the position or the rate earned by the employee currently holding the position.

If a position becomes available and one or more persons are on the recall list, the administration shall recall such a person in the inverse order of his/her layoff, provided he/she is presently qualified to perform the work in the job classification to which he/she is recalled.

The Administration shall not hire a new employee for an available bargaining unit position if there is a person on the recall list who is presently qualified to perform the work of such position. Qualifications will be determined solely by the Administration.

Notice of a recall shall be delivered by certified mail or personal delivery with receipt to a person being recalled at the last address provided to the administration. Such person must notify the administration within ten (10) working days after the recall notice was mailed as to whether s/he will accept the recall. Failure to respond within such time limit or a rejection of the recall shall result in removal from the recall list and the forfeiture of any recall rights.

## Section 15. **Discipline & Suspension Procedure**

Any disciplinary action involving a bargaining unit employee shall require:

- A. Charges reduced to writing and presented to the employee prior to any formal action by the Board.
- B. Right to Union representation at all times.
- C. Immediate access to the employee's personnel file with the right to dated copies of all materials therein, excepting confidential materials such as references or recommendations.
- D. No employee shall be required by the Board to submit to a polygraph examination or strip search.
- E. At the next regularly scheduled Board meeting, the affected employee will be entitled to a Board hearing.
- F. Violations, include, but are not limited to, the following examples:
  - 1. Intoxication on the job
  - 2. Theft of school district property, materials or supplies
  - 3. Insubordination to supervisory officials
  - 4. Possession or sale of narcotics in school district facilities or on school district property
  - 5. Failure, refusal or preventable or avoidable inability to perform the duties assigned
  - 6. Acts which threaten the safety of school district staff members, students or the general public when present on school district property
  - 7. Willful destruction of school district real or personal property
  - 8. Sexual harassment
- G. Warnings for violations not requiring immediate suspension or dismissals will be issued in writing. More serious violations or repeated violations of the same rule or procedure may result in suspension with or without pay or dismissal. This Section is not meant to prevent the Board from taking immediate action for unusual or severe circumstances.

## Section 16. **Right to Representation**

Except under the following circumstances, the Board or the Superintendent or designee shall have the right to interview any employee with regard to any aspect of his work or the continuation of his employment without a Union representative being present.

An employee shall be entitled to have a Union representative present at a meeting (1) which is initiated by the Board, the Superintendent or designee; (2) the chief purpose of which is to investigate matters which are likely to lead to suspension or discharge; and (3) if the employee requests that a Union representative be present. If a request for Union representation made under the aforesaid circumstances is denied, the requesting employee may choose to remain silent but nothing herein shall be interpreted to preclude or negate the suspension or discharge of the requesting employee. An employee may not remain silent or refuse to attend on grounds that no Union representative is available if the employee was given reasonable notice in advance.

## Section 17. **Equipment & Training**

Upon request, equipment and training for routine tasks will be made available to the bargaining unit members. These will also be provided when new procedures and/or equipment are being used. The administration will determine the degree and timing of providing equipment and training.

Section 18. **Work Limits for Custodians**

An Administrator/Supervisor shall be responsible for any disciplinary action of non-bargaining unit personnel.

Section 19. **Medical Examination**

The cost of any physical examination which the Board requires, other than pre-employment physical examinations, shall be paid in full by the Board of Education. However, employees eligible for services of the Township Clinic shall use those facilities.

Section 20. **Seniority**

A. Definition

Seniority is the length of the employee's continuous service with the District starting with the first day on which duties are performed in any and all positions within the bargaining unit. Beginning with the 2010-2011 school year, an employee whose work schedule is greater than .5 FTE for the school year shall earn a full year of seniority. An employee whose work schedule is .5 FTE or less for the school year shall earn one-half (1/2) year of seniority.

B. Seniority Lists

Seniority lists shall include names of all employees in seniority order by category, listing the number of years of experience.

Beginning with the 2010-2011 school year, the seniority categories for the bargaining unit are as follows:

custodian/maintenance  
building / program secretary  
copy clerk  
receptionist  
office aide  
technology – Level I  
technology – Level II  
technology – Level III  
ELL instructional aide  
instructional aide  
ELL teacher aide  
teacher aide  
media aide  
certified nurse assistant

An employee who is assigned to multiple categories will acquire seniority in each category to the extent of his/her full-time equivalency in each category. An employee who is employed on a part-time basis will acquire seniority in his/her category to the extent of his/her full-time equivalency.

The seniority list shall be prepared, posted, and delivered to the Union President by November 1 of each year. Any proposed corrections to the seniority list shall be presented in writing to the central office by December 1 of each year.

C. Loss of Seniority

Loss of seniority shall occur based on the following:

1. Resignation
2. Dismissal
3. Retirement
4. Assignments outside of this bargaining unit.

D. Suspension of Seniority

Seniority is retained and shall not accrue during district-approved leave of absence.

E. Breaking of Ties

The breaking of ties shall be done by the casting of lots.

Section 21. **Emergency Conditions**

When a custodial, maintenance or other twelve-month employee cannot attend work, or cannot be transported to work by the employer, because of the same emergency conditions which caused the canceling of school, the employee shall be allowed to use a personal business day or vacation day for the absence. In the case of a bargaining unit employee who works less than twelve (12) months, s/he will not be required to work, shall not be docked and may be required to work a make-up day for each day canceled.

Section 22. **Bargaining Unit Members Serving as Substitute Teachers**

Instructional assistants may be used as substitute teachers. However, an instructional assistant will not be used as a substitute teacher for a full day unless a substitute is not available from the substitute list. Other bargaining unit members shall not be required to serve as a substitute teacher unless they hold a Type 39 certificate. A bargaining unit employee who serves as a substitute teacher shall not receive less than his/her usual rate of pay.

## **ARTICLE III GRIEVANCE PROCEDURE**

### **Section 1. Definition**

A grievance is defined as, and limited to, a written complaint alleging that there has been a violation, misinterpretation or misapplication of any of the provisions of this Agreement. Working days shall mean the days Monday through Friday inclusive, and excludes Saturdays, Sundays and those days of holiday observance as herein established.

### **Section 2. Presentation of Grievance**

Individual employees shall have the right to present grievances. The appropriate Union representative shall be afforded the opportunity to be present and to represent the grievant, if the grievant so desires, at any stage of the grievance procedure, and any settlement reached must not be inconsistent with the provisions of this Agreement.

### **Section 3. General Provisions**

- A. All grievances must be presented promptly and in no event any later than twenty (20) working days from the date of the condition or action giving rise to the complaint.
- B. Only one (1) subject matter shall be covered in any one grievance. A written grievance shall contain a clear and concise statement of the grievance and indicate the issues involved, the relief sought, the date the incident or violation took place and the specific section or sections of the Agreement involved.
- C. The grievance shall be presented to the immediate supervisor involved, in triplicate, and signed and dated by the grievant.
- D. By agreement of the grievant and the administration, the grievance will be filed with the Superintendent or the Board of Education instead of with the immediate supervisor in any appropriate case.
- E. An employee who participates in the Grievance Procedure shall not be subjected to disciplinary action or reprisal because of such participation.
- F. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the lodging of an appeal at the next step of the procedure within the time limits allotted had a decision been given. Anything herein to the contrary notwithstanding, the filing of a grievance or appeal from any step of this grievance procedure shall be accomplished within the time limit specified, time being of the essence, and, in the event the time limits are not observed, the administration's decision at the prior step shall be final and binding upon the parties and shall not be subject to further appeal of any kind, provided, however, that the said time limits may be extended by mutual agreement.
- G. Proceedings held under this Article will be conducted after school hours at times and places which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

## Section 4. Procedure for Adjustment of Grievances

### Informal Conference

- A. A grievance shall first be discussed with the appropriate administrator with the object of resolving the matter informally.
- B. In the event the matter is resolved informally and a Union representative was not present at the adjustment of the grievance, the supervisor or administrator resolving the grievance shall inform the president of the Union, or his designee, of the adjustment.

### Formal Procedure

- A. Principal Level: In the event the grievance is not resolved informally, the principal or his designee shall meet and confer with the grievant within five (5) working days after it is filed with a view to adjusting the grievance. Within three (3) working days thereafter, the principal or his designee will furnish his decision to the grievant.
- B. Superintendent Level: Within five (5) working days after the principal renders his decision, an appeal therefrom may be taken by the grievant to the Superintendent. The Superintendent or his designee shall meet and confer with the grievant within five (5) working days with a view to adjusting the grievance, and within three (3) working days thereafter the Superintendent or his designee shall render his decision to the grievant.
- C. Board Level: Within five (5) working days after the Superintendent or his designee renders his decision, an appeal may be taken by the grievant from that decision to the Board. Within thirty (30) working days after the appeal is filed, the Board will hold a hearing on the grievance. The hearing will be informal, but the parties will be allowed to state their views fully. The parties shall be entitled to present witnesses. Within ten (10) working days after the hearings on appeal, the Board will communicate its decision in writing to the grievant.
- D. Arbitration: If the decision at Step 3 is not satisfactory to the Union, there shall be available a fourth and final step of impartial arbitration. The Union must submit in writing, within ten (10) school days after receiving the Board's decision in Step 3, a request to enter into *such* arbitration. The arbitration shall be conducted by an arbitrator to be selected by the two (2) parties within ten (10) school days after said notice is given. If the two (2) parties fail to reach agreement on an arbitrator within the above ten (10) day period, the American Arbitration Association will immediately be requested to provide an arbitrator in accordance with the voluntary labor arbitration rules of said arbitration. The arbitrator shall be without power or authority to make any decision which is contrary to, inconsistent with or which modifies or varies the terms of this agreement; or which limits or interferes with the Board's duties, powers or responsibilities under applicable law. The sole power of the arbitrator shall be to determine if the terms of this agreement have been violated, misinterpreted or misapplied. The decision and/or award of the arbitrator, if made in accordance with his jurisdiction and authority under this Agreement and rendered consistent with the terms of this Agreement, shall be binding upon the parties. Expenses for the arbitrator's service and expenses, *which are common to both parties*, shall be borne equally by the Board and the Union.

**ARTICLE IV  
LEAVES**

**Section 1. Sick Leave/Personal Leave (Beginning with the 2010-2011 school year)**

- A. Full-time custodians, maintenance employees, building/program secretaries hired before July 1, 2009, and technology – Level III employees shall be credited with fourteen (14) days of paid sick leave on July 1 of each year provided that, on the first regularly scheduled workday occurring on or after July 1, such employees are either at work or are on vacation or paid sick leave.

Full-time building / program secretaries hired beginning July 1, 2009 who work at least a one hundred ninety-five (195) day work year shall be credited with twelve (12) days of paid leave on the first regularly scheduled day of their work year provided that such employees are either at work or on paid sick leave.

Full-time office aides, receptionists, copy clerks, certified nurse assistants, instructional aides, teacher aides, media aides, technology - Level I and Level II employees shall be credited with ten (10) days of paid leave on the first regularly scheduled day of their work year provided that such employees are either at work or on paid sick leave.

A part-time employee who is IMRF-eligible shall be credited with a pro rata share of sick leave days based on the extent of his/her full-time equivalency, but not less ten (10) of his/her workdays.

Employees who are hired or return to work after their first regularly scheduled workday shall be credited with a pro rata share of such sick leave days based on the number of full months during the remainder of the fiscal year in which they are employed.

Unused sick leave days shall accumulate without limit.

An employee who uses three (3) or fewer sick leave days in a school year will be awarded an additional day of personal business leave upon his or her return to work for the next school year. The employee may accumulate no more than two (2) such days based on this provision. All other provisions of Section 3 Personal Business Emergency Leave shall also apply to these good attendance personal business days.

- B. Upon accumulation, sick leave days may be used for the purposes set forth below and shall be paid at the regular straight-time hourly rate of pay in effect for the employee's classification at the time the sick leave is being taken.
1. Personal Illness or Disability. Employees who have contracted or incurred and are suffering from any illness or disability which renders them unable to perform the duties of their position shall be eligible to use accumulated sick leave days.
  2. Serious Illness or Death in Immediate Family. Employees shall be eligible to use accumulated sick leave days in the event of serious illness or death of anyone residing in the employee's household or immediate family. Immediate family shall be defined as spouse, children, parents, brothers, sisters, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, or legal guardian.

requirements, restrictions and conditions of such leave may be waived in unusual circumstances but such waiver shall not constitute a past practice or precedent.

2. Sick leave days used for personal leave shall be deducted from the employee's sick leave accumulation. If one or both personal leave days are not used in a fiscal year, they do not accumulate as personal days, but accumulate as sick days.
3. Employees requesting personal leave shall certify to the Superintendent or his designee that the purpose of the leave is permitted under Section 1 hereof.

## Section 2. Jury Duty Leave

1. Employees who are required by law to serve on jury duty shall be allowed leave without loss of pay to perform such jury duty. Payment for such leave shall be limited to the actual schedule work hours for which the employee must be absent and not to exceed eight (8) hours per day. In order to obtain pay for such leave, the employee must provide the Superintendent or his designee with evidence of jury duty.
2. Court Appearances

An employee who is required to serve on jury duty or receives a subpoena to serve as a witness during his or her work day shall receive his or her full salary without loss of sick leave or personal leave.

## Section 3. Unpaid Temporary Disability Leave

- A. All employees who are unable to perform their duties due to a temporary illness or incapacity shall first be required to exhaust all paid leave benefits to which they are entitled before they apply for an unpaid Temporary Disability Leave.
- B. A temporary illness or incapacity is defined as any physical or mental condition which prevents the performance of an employee's duties for a period of not more than twelve (12) months following the last day for which said employee was entitled to receive pay.
- C. A request for such leave shall be made in writing to the Superintendent or his designee and shall be accompanied by a certificate from the applicant's physician verifying that s/he is unable to perform his/her assigned duties due to a temporary illness or incapacity as herein defined.
- D. An employee who makes application in accordance with this Section shall be entitled to unpaid Temporary Disability Leave for a maximum duration of twenty-four (24) months following the last day for which s/he was entitled to receive pay.
- E. If any employee is unable to return to the full performance of his/her duties following the expiration of a Temporary Disability Leave, his/her employment with the District shall be terminated.
- F. Employees on temporary disability leave who are covered under the District's health insurance may continue, at their own expense, to be enrolled in said health insurance program provided that there is agreement upon the part of the Board approved insurance company and provided that the premium costs

C. Custodians and maintenance employees who request paid sick leave in accordance with Section B above shall provide the Superintendent or designee with advance notice by the following deadlines or as soon thereafter as is possible,

Employees assigned to first shift: minimum one (1) hour in advance of shift start

Employees assigned to second shift: 12 noon

If an employee becomes sick during his work shift, he must notify the Superintendent or designee before leaving duty. Sick leave notification as outlined above must be made for each workday that paid sick leave is being requested, unless this requirement is expressly waived by the Superintendent or designee.

D. If the Superintendent or designee has reasonable grounds to believe sick leave is being abused, s/he may at his/her discretion require any employee requesting sick leave to furnish substantiating evidence or a statement from the attending physician certifying that absence from work was required due to one of the reasons set forth in Section B above. In any case, such certification shall be required after three (3) or more days of absence.

The Superintendent or designee shall have the right at his/her discretion, to verify the report of the attending physician concerning the illness or disability of an employee, and to require the employee to be examined, at the District's expense, by a physician selected by the District to determine the nature and extent of the illness or disability.

E. An employee who is eligible to receive workers' compensation temporary disability benefits for a period of absence during which s/he also receives paid sick leave shall be required to turn over to the District the amount of such workers' compensation benefits. An employee who has exhausted his/her sick leave accumulation shall not receive a salary and shall not be required to turn over any workers' compensation benefits which s/he receives.

F. Upon retiring from the District under IMRF, a bargaining unit employee will be paid thirty dollars (\$30.00) per unused sick leave day not used for retirement purposes.

G. Personal Leave

1. Subject to prior approval by the Superintendent or designee, an employee who has sick leave days accumulated may use up to three (3) of such days each fiscal year for one of the following personal leave purposes if it cannot be accomplished outside of the employee's regular workday.

- a. Court appearance
- b. Military examination
- c. Observance of religious obligation
- d. Personal business but not related to or involving any outside employment, business venture or other profit-making activities.

Provided, however, no employee may use accumulated sick days for such purpose during his first six months of employment. Provided, further, no employee may use accumulated sick days for such purposes during the first or last weeks of school, during the days before and after a vacation period or on the days before and after a holiday. However, at the sole judgment of the Superintendent, the

are in the business office thirty (30) days prior to premium due date. Failure to meet these deadlines will result in cancellation of this privilege.

#### Section 4. **Union Leaves**

A cumulative maximum of three (3) days of Union Leave shall be granted each year for the purpose of allowing Council representatives to attend local, state or national conferences without loss of pay. The Union shall reimburse the District for its costs in providing a substitute for each day of Union Leave taken by an employee. Employee requests for Union Leave must be made to the Assistant Superintendent at least forty-eight (48) hours in advance, which requests shall be subject to the approval of the Assistant Superintendent, which approval shall not be unreasonably withheld.

#### Section 5. **Extended Personal Leave**

A. Employees may apply for an unpaid Extended Personal Leave for the purposes set forth below by making a written request to the Board. Except in cases of emergency, such application must be made to the Board by March 1, prior to the start of the school year for which leave is sought. The granting or denial of such request shall be at the sole and exclusive discretion of the Board and shall not be subject to the grievance and arbitration procedures of this Agreement.

B. Such requests for Extended Personal Leave may be granted for the following purposes:

1. Illness in the applicant's immediate family as that term is defined in Article V, Section 1 of this Agreement.
2. Additional education, travel, study or other career alternatives.

C. Extended Personal Leave may only be granted for a full school year. If an Extended Personal Leave is approved by the Board to commence during a school year, it shall extend only for the duration of the full school year during which it commenced.

D. All employees on Extended Personal Leave as of March 1 of each year shall, before said date, provide the Board with written notice as to whether or not they will be returning to the District at the beginning of the next school year. All employees who commence an emergency Extended Personal Leave after March 1 of each year shall provide the Board with written notice by the end of the school year as to whether or not they will be returning to the District for the beginning of the next school year. Failure to so notify the Board as herein required shall constitute a resignation from the District.

#### Section 6. **Bereavement Leave**

An employee may use up to five (5) days bereavement leave without salary deduction or reduction in sick leave reserve when the employee's absence is the result of the death of the employee's parent, spouse, domestic partner or child.

An employee may use up to two (2) days bereavement leave without salary deduction or reduction in sick leave reserve when the employee's absence is the result of the death of the employee's sibling, grandparent, parent-in-law or sibling-in-law.

To be eligible for use of bereavement leave for a domestic partner, an employee must complete and file with the Superintendent an affidavit of domestic partnership wherein s/he attests:

1. They are each other's sole domestic partner, responsible for each other's common welfare;
2. Neither partner is legally married to another individual;
3. The partners are not related by blood or any closer than would bar marriage under Illinois law;
4. Each partner resides at the same residence;
5. Two of the following conditions exist for the partners:
  - a. The partners have been residing together for at least twelve (12) months prior to filing the affidavit of domestic partnership;
  - b. The partners have common joint ownership of a residence;
  - c. The bargaining unit member declares that the domestic partner is identified as a primary beneficiary in the bargaining unit member's will;
  - d. The partners have at least two of the following: (1) joint ownership of a vehicle, (2) joint credit account, (3) joint checking account, and (4) lease for a residence identifying both domestic partners as tenants.

### Section 7. Parental Leave

- A. An employee who is pregnant shall be entitled to unpaid Parental Leave which may commence before and/or after the delivery of the child or any period of disability associated with the pregnancy. Such employee who does not avail herself of the Parental Leave provisions herein shall be limited to the Sick Leave and Family Medical Leave Act (FMLA) provisions of this Agreement.

Except in cases of emergency, such an employee who seeks a Parental Leave prior to delivery shall so notify the Superintendent in writing at least sixty (60) days prior to the date on which she requests such leave to begin. She shall include with such notice a physician's statement certifying her pregnancy and the expected date of delivery. The employee and the Superintendent shall determine the commencement of such leave.

Except in cases of emergency, such an employee who seeks a Parental Leave to commence at such time after delivery when she is physically able to return to work shall so notify the Superintendent in writing no later than the commencement of the seventh month of pregnancy and shall state the approximate date on which she requests such leave to begin.

- B. A male employee shall be entitled to an unpaid Parental Leave which may commence at any time after his child is born. Except in cases of emergency, such an employee shall notify the Superintendent of his desire to take such leave at least sixty (60) days prior to the date on which he requests his leave to begin. The employee and the Superintendent shall determine the commencement of such leave.
- C. An employee adopting a child shall be entitled to an unpaid Parental Leave which may commence at any time such employee receives actual custody of said child or prior to receiving such custody if necessary in order to fulfill the requirements for adoption. Said employee shall notify the Superintendent in writing of his/her desire to take such leave and, except in cases of emergency, shall give such notice at least sixty (60) days prior to the date on which his/her leave is to begin. The employee and the Superintendent shall determine the commencement of such leave.
- D. Parental Leave shall extend to the day of the year during which the leave commenced, the year being defined as the period from July 1 to the following June 30. If such leave amounts to less than four (4)

months, such an employee shall be entitled to Parental Leave for an additional year if requested. Additional Parental Leave for less than a full school year shall not be granted.

- E. An employee on Parental Leave shall notify the Board in writing of his/her intention of whether or not to return to work the following year no later than ninety (90) days before the leave expires. Failure to so notify the Board shall constitute a resignation from the District.

## Section 8. Family Medical Leave Act

### A. Eligibility

An employees who has been employed by the Board for at least twelve (12) months, and is either a full-time employee or has worked at least 1,250 hours during the preceding twelve (12) months, is eligible for medical and/or family leave in accordance with the *Family and Medical Leave Act* (FMLA). FMLA Leave is unpaid unless either the Board or the employee elects to substitute up to twelve (12) weeks accumulated sick or Personal Business/Emergency Leave for FMLA Leave. In such event, paid leave (i.e., sick or personal) shall run concurrently with FMLA Leave. The total FMLA Leave shall not exceed twelve (12) weeks during a twelve (12) month period. For purposes of FMLA Leave, the twelve (12) month period begins on July 1 and ends on June 30 of the following calendar year.

### B. Purpose of Leave

1. The birth of a child and to care for the newborn child, provided the leave is taken no later than 12 months after the birth of the child;
2. The placement of a child with the employee for adoption or foster care provided the leave is taken no later than twelve (12) months after the placement of the child;
3. The care of the employee's spouse, parent, or child with a serious health condition; or
4. The treatment of an employee's own serious health condition that makes the employee unable to perform the functions of the job.

### C. Failure to Return

If the employee fails to return from leave for reasons other than the continuation, recurrence, or onset of a serious health condition or other conditions beyond the control of the employee, premiums paid for coverage during the leave may be recovered from the employee.

### D. Verification

Within fifteen (15) calendar days after the Superintendent/designee makes a request, an employee must support a request for a family and medical leave, when the reason for the leave is covered under B.3. or B.4. above, with a certificate completed by the employee's or family member's health care provider. Failure to provide the certification may result in a denial of the leave request.

E. Notice

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

F. Return to Work

An employee returning from a family and medical leave will be given an equivalent position to his or her position before the leave, subject to the district's reassignment policies and practices.

G. Intermittent Leave

Leave under this provision may be taken intermittently under certain circumstances. When leave is taken after the birth or placement of a child for adoption or foster care, an employee may take leave intermittently only if approved by the Superintendent.

H. Continuation of Insurance Coverage During Leave

The employee may continue insurance coverage while on leave with the employee and the employer paying their premium shares according to the collective bargaining agreement.

I. Repealer

In the event the *Family and Medical Leave* is repealed, then this Section of this Article shall, as of the date of the repeal, no longer be in force and effect.

**Section 9. Sick Leave Bank**

- A. Eligible employees as defined below may voluntarily participate in a Sick Leave Bank (Bank) which shall be administered by a Sick Leave Bank Committee (Committee) composed of seven (7) participating employees who shall be appointed by the Union. Said Committee shall adopt and/or amend rules and regulations for administering the Bank in accordance with the terms of this Agreement.

The president of the council shall act as an ex-officio member of the Committee and shall vote in place of any Committee member when said Committee member makes application to withdraw days from the Sick Leave Bank.

- B. All bargaining unit employees who have completed four consecutive years of employment and carry forward at least fourteen (14) sick leave days from the prior school year shall be eligible to join the Bank during the month of September. In addition, any District employee holding a position in or outside the bargaining unit may join the sick leave bank within thirty (30) days after the Board's ratification of the Agreement. After such initial period, only bargaining unit employees will be eligible to join the Bank.
- C. To join the Bank, an eligible employee must submit to the Superintendent and the Committee, during the month of September (except as provided in subsection B above), a written application on the form attached

hereto as Exhibit 1. Upon being determined to be eligible by the Superintendent, such employee shall have two (2) sick days deducted from his/her personal accumulation and irrevocably transferred to the Bank. Membership in the Bank shall remain in effect until a member resigns or until such time as a member refuses to contribute additional sick days as may be required by the Committee. Resignation must be made in writing and directed to the chairperson of the Sick Leave Bank.

A person who cancels his/her membership must, to again become a member in good standing, contribute to the Bank the number of days assessed on the members for contribution to the Sick Leave Bank during the period of time of the cancellation plus the normal contribution required for membership.

A Sick Leave Bank member who is on an authorized, unpaid leave from the district shall be an inactive member in good standing who will not be eligible to withdraw days or benefits from the Sick Leave Bank. Such employees shall be required to contribute to the Sick Leave Bank any days assessed on members during the time of the unpaid leave at the time of return to active membership.

- D. The maximum number of sick days which may be accumulated in the Sick Leave Bank is twice the number of members. If the number of sick days in the Bank is depleted to an amount less than thirty percent (30%) of the number of members, the Committee may request each member to donate one (1) sick day to the Bank. If a member refuses to donate said additional sick day, his/her membership in the Bank shall be cancelled. Any member who is unable to contribute said additional sick day because he/she has exhausted his/her personal accumulation shall be required to make such contribution at such time as he/she is credited with additional sick leave days. Failure to make such a contribution shall result in cancellation of membership in the Bank.
- E. Members of the Bank may draw on the accumulation of the Bank as follows:
1. A Bank member who has first exhausted his/her personal accumulation of sick leave days and who has been absent without pay for two (2) consecutive days due to personal illness shall be eligible to apply to the Committee for authority to withdraw and use sick days from the Bank.
  2. Application shall be made by such Bank member in writing to the Committee and shall be accompanied by written verification of the illness by a licensed physician.
  3. Authority to withdraw sick days from the Bank shall be made only upon the approval of a majority of the members of the Committee. If the Committee grants authority to withdraw, it shall notify the Superintendent in writing as to the number of days authorized for withdrawal. Upon receipt of such authority, granted in accordance with this Section, the accumulation of the Bank shall be reduced by the number of authorized sick days withdrawn which shall then be credited to said member's personal accumulation. A Bank member shall have no right to grieve or arbitrate the Committee's decision of whether or not to approve his/her application. No withdrawals may be authorized and made if there is not a sufficient accumulation in the Bank to cover the sick leave requested.
  4. The maximum number of Bank sick days which a member may withdraw is sixty (60) during the life of this contract (July 1, 2008 through June 30, 2013).
- F. The Bank shall be automatically terminated in any year in which membership is less than fifteen (15) employees. In the event the Bank is terminated, the available Bank accumulation will be equally divided by the Committee among the remaining Bank members with the remaining dollar value being converted to sick days as determined by the prorated average annual salary of said members. However,

no members will receive more than the total number of days he/she has contributed and no distribution will be made of less than half-day increments.

- G. Membership in the Bank shall be voluntary. The Union agrees on behalf of itself and on behalf of all members of the bargaining unit that it shall indemnify and hold harmless District 123, the Board of Education, its members, officers, employees and/or agents from and against any and all claims, demands, actions, suits or other forms of liability, including the costs of defense thereof, that shall arise from the existence and/or administration of the Sick Leave Bank and the provisions of this Article.
- H. Any Bank member who is receiving benefits under the IMRF System or Workers' Compensation Act may not avail himself/herself of any benefits of the Bank.
- I. Any costs and labor necessary for the operation of the Bank shall be the exclusive responsibility of the Union.

**ARTICLE V  
BENEFITS AND WAGES**

**Section 1. Health Insurance**

**A. Coverage**

Group hospitalization and medical insurance coverage is to be offered to all full-time custodian and maintenance employees and, beginning with the 2010-2011 school year to other employees as permitted by the insurance provider(s) and as set forth below. The provider of this coverage shall be Blue Cross-Blue Shield. The benefits will be at least equal to those provided in the Managed Care (PPO) or HMO plan in effect for the 2007-2008 school year.

In the event that the State of Illinois mandates that the insurance program provide additional coverages, such coverages will be added at the beginning of the next plan year.

As permitted by the insurance provider(s), employees shall have the choice of:

- 1) The HMO plan or the PPO plan
- 2) The single or family

The Board will pay the cost of the annual premiums up to the following amounts towards the employee's choice of coverage for custodians and maintenance employees:

	<u>08/09</u>	<u>09/10</u>	<u>10/11</u>	<u>11/12</u>	<u>12/13</u>
HMO Single	All	All	All	All	All
HMO Family	\$12,500	13,000	13,750	14,500	15,250
PPO Single	All	All	All	All	All
PPO Family	\$12,250	13,000	13,750	14,500	15,250

Beginning with the 2010-2011 school year, the Board will pay the cost of the annual premiums up to the following amounts towards the employee's choice of coverage for other bargaining unit employees who work a minimum of thirty (30) hours per week (however, see building/program secretary employed before July 1, 2009 as addressed below):

	<u>10/11</u>	<u>11/12</u>	<u>12/13</u>
HMO Single	All	All	All

For both custodian and maintenance employees, and other employees, if the insurance increases more than 9% per year then the increase will be shared equally between the Board and the employee.

A custodian or maintenance employee who received an annual salary bonus as a result of his/her enrollment in the HMO single or Family plan during the 2004-05 school year will receive an annual salary bonus in the amount of \$600.00 for single coverage and \$1,600.00 for family coverage as long as s/he stays enrolled in the HMO plan.

- B. Custodians and maintenance employees on unpaid leave shall not be entitled to such coverage or any premium contribution by the Board except as provided in Article IV, Section 3, Unpaid Temporary Disability Leave.**

- C. Full-time employees who are at least 55 years of age and who elect to retire after ten (10) years of active service with the District may elect to continue, at their own expense, to be enrolled in said health insurance program until the age of Medicare eligibility provided that there is agreement upon the part of the Board-approved insurance company and provided that the premium costs are in the business office thirty (30) days prior to premium due date. Failure to meet these deadlines will result in cancellation of this privilege.
- D. In the event any employee does not enroll in such individual (or single) plan or family plan as heretofore mentioned, s/he may apply an amount up to the cost of the single HMO coverage but not to exceed in any event, however, the sum of two thousand dollars (\$2,000) annually. A part-time employee with a minimum of thirty (30) hours per week shall receive a pro rata portion of the above amount based on the extent of his/her full-time equivalency. A part-time employee who received a portion of the above amount during the 2009-2010 school term shall continue to receive the above amount pro rata based on his/her full-time equivalency.

It is understood that employees shall have the option of participating in a tax-sheltered annuity under the applicable provisions of the Internal Revenue Code.

- E. Building/Program Secretary Employed before July 1, 2009 (Beginning with the 2010-2011 school year)

For a building/program secretary employed by the Board before July 1, 2009, and for each year of this Agreement beginning with the 2010-2011 school year, the Board will continue to pay the full cost of such building/program secretary's health insurance coverage under the District's HMO Plan or PPO Plan, single or family, based on the building/program secretary's enrollment on July 1, 2009. However, if the insurance increases more than 9% per year then the increase will be shared equally between the Board and the building/program secretary.

A building/program secretary employed by the Board before July 1, 2009 who was not enrolled in the District's health insurance coverage on July 1, 2009 may continue to receive an amount up to the cost of the single HMO coverage but not to exceed in any event, however, the sum of two thousand dollars (\$2,000) annually.

It is understood that such building/program secretary shall have the option of participating in a tax-sheltered annuity under the applicable provisions of the Internal Revenue Code.

## Section 2. Dental Insurance

- A. Group Dental Insurance shall be made available to all full-time custodians and maintenance employees and beginning with the 2010-2011 school year to all other full-time bargaining unit employees. Coverage shall take effect as prescribed in the policy or plan in force.
- B. Such coverage may be provided under a self-insured plan, a group insurance policy or a combination of both as shall be determined and selected solely by the Board. Provided, however, the benefits of such insurance coverage shall be at least equal to those provided in the coverage that was in effect during 1984-1985 fiscal year.
- C. Eligible employees shall pay the applicable monthly premium for either single or family coverage by authorizing a payroll deduction. The Board shall contribute \$400.00 annually, prorated on a monthly

basis, toward the monthly premium cost for each eligible employee. However, in no event shall the Board's contribution exceed the actual cost of the employee's monthly premium.

- D. Employees on unpaid leave shall not be entitled to such coverage or any premium contribution by the Board except as provided in Article IV, Section 3, Unpaid Temporary Disability Leave.

**Section 3. Life Insurance**

- A. Group Life Insurance in the amount of \$20,000 shall be provided to all full-time custodians and maintenance employees and beginning with the 2010-2011 school year to all other full-time bargaining unit employees except Technology – Level II and Level III employees who shall receive group life insurance in the amount of \$25,000. Beginning with the 2010-2011 school year, a part-time employee who received group life insurance for the 2009-2010 school year shall be provided group life insurance in the amount of \$20,000. Coverage shall take effect as prescribed in the policy or plan in force.
- B. Such coverage may be provided under a self-insured plan, a group insurance policy, or a combination of both as shall be determined and selected solely by the Board.
- C. The Board shall pay the full cost of the premiums for such coverage.
- D. Employees on unpaid leave shall not be entitled to such coverage or any premium contribution by the Board.

**Section 4. Mileage Allowance**

- A. Employees who are required by the administration to use their personal vehicles on District business shall be reimbursed at the rate established by the Internal Revenue Service.
- B. No mileage shall qualify for this allowance unless it was incurred in a trip which was approved in advance by the administration.
- C. In order to obtain said allowance, an employee shall, on a monthly basis, submit to the Superintendent or his designee all approval forms completed during the past month. Such approval forms shall be completed after each trip and shall indicate the beginning and ending odometer readings and the point(s) of destination and shall be signed by the person who approved the trip.

**Section 5. Wage Schedule**

**A. Custodian and Maintenance Employees**

- 1. A custodian or maintenance employee currently on staff shall be compensated as follows:

Starting Salaries:	<u>07-08</u>	<u>08-09</u>	<u>09-10</u>	<u>10-11</u>	<u>11-12</u>	<u>12-13</u>
Custodians	\$28,500	\$30,355	\$32,072	\$33,768	\$35,490	\$37,548
Maintenance	\$30,000	\$31,855	\$33,572	\$35,268	\$36,990	\$39,048

2. Custodians and maintenance employees shall be compensated on an hourly basis which shall be determined by dividing the annual rates set forth in the attached schedules by 2,080.
3. For custodians and maintenance employees who begin after July 1, their salary will be prorated for that year. For those employees who begin after January 1 of the fiscal year, their salary for the following fiscal year will be the starting salary for that year. For those employees who begin after July 1 but before December 31, their salary will be computed by taking the starting salary for the year in which they were hired and adding the negotiated raise.
4. If a custodian or maintenance employee applies for and is appointed to a position in a higher paying category or is transferred to a position in a higher paying category, such employee shall receive his/her current salary plus the difference between the beginning salaries of the two job categories. Proration may be required if such change takes place after the start of the fiscal year (July 1).
5. If a maintenance worker moves to a custodial position, s/he will stay at his/her current salary until a custodian with similar years of service reaches that salary level. Then s/he will again receive salary increments.

#### B. Other Bargaining Unit Employees

1. For the 2009-2010 school year, other bargaining unit employees shall receive a one-time stipend calculated based on a three and one-half percent (3 ½%) increase to their 2008-2009 hourly rate of pay. For each such employee, the stipend shall further be calculated based on the employee's total hours paid for the period beginning July 1, 2009 through June 30, 2010. The stipend shall be paid to employees no later than the second pay period after ratification of the collective bargaining agreement by the Union and the Board.

For the 2010-2011 school year, other bargaining unit employees shall receive a three and one-half percent (3 ½%) increase to their 2008-2009 hourly rate of pay.

For the 2011-2012 school year, other bargaining unit employees shall receive a three and one-half percent (3 ½%) increase to their 2010-2011 hourly rate of pay.

For the 2012-2013 school year, other bargaining unit employees shall receive a three and one-half percent (3 ½%) increase to their 2011-2012 hourly rate of pay.

2. See Appendix A for starting salaries and salaries for other bargaining unit employees. The starting salary for each category of other bargaining unit employees is intended for a new employee without relevant experience. The Superintendent may, in his/her discretion, compensate a new employee with relevant experience at a rate higher than the starting salary for the category, but no higher than a bargaining unit employee in the category with the same experience.
3. Building/program secretaries, office aides and Technology – Level II employees hired prior to July 1, 2009 shall receive IMRF contributions paid in full by the Board.

#### Section 6. Tax Sheltering of Health and Dental Payments

The District will implement an IRS 125 Flexible Benefit Plan. This IRS 125 Flexible Benefit Plan will begin is soon as practicable in 1994. The "125 Plan" will allow for pre-tax deductions by employees covered by

this Agreement for the purpose of paying premium health and dental insurance payments and any other benefits as determined by the District.

**Section 7. Vision Fund**

The District shall establish a reserve based upon a \$100.00 reimbursement per qualified custodian or maintenance employee, per year, toward the cost of eye examination, prescription eyeglasses or prescription contact lenses. Evidence of such examination or purchase of corrective lenses shall be by submission of a Request For Reimbursement Form and accompanied by a receipt from a duly qualified, licensed, eye care professional. Such reimbursement shall be made in October and May of each year.

Beginning with the 2010-2011 school year, this benefit shall be available to all bargaining unit employees eligible for health insurance.

**Section 8. Retirement Bonus**

For a bargaining unit employee retiring under IMRF, the Board shall pay a retirement bonus in a lump sum at the end of the final year of employment. The total amount of said payment shall consist of \$100.00 for each year of service in District 123 up to and including five (5) years; \$200.00 for each year of service in District 123 for years six (6) through fifteen (15); \$300.00 for each year of service in District 123 for years sixteen (16) through twenty-five (25); and \$400 for each year of service in District 123 for years twenty-six (26) through thirty (30) not to exceed a maximum payment of \$7,500.00.

For purposes of this Section, a “year of service in District 123” shall be defined as a year of District employment wherein the employee held a position in the bargaining unit position at the time of the employee’s retirement under IMRF.

**Section 9. Flexible Spending Accounts**

Through an appropriate salary reduction agreement, interested employees may establish a dependent care flexible spending account to reimburse themselves for the cost of child care and dependent care. Employees may also establish medical flexible spending accounts to reimburse themselves for medical, dental, or vision expenses not covered by insurance.

**Section 10. Translating**

If a bargaining unit employee is required by a Principal or District-level Administrator to serve as a translator at an IEP meeting, domains meeting, parent-teacher conference, disciplinary meeting or administrator-parent meeting during his/her workday for greater than five (5) minutes, such employee will be compensated, in addition to his/her normal hourly rate, at the rate of \$10.00 per hour or pro rata thereof in fifteen (15) minute increments.

Section 11. **Extended Service**

A bargaining unit employee who performs hourly extended service duties listed in the Collective Bargaining Agreement for certified staff shall be paid at his/her usual hourly rate of pay. An employee who performs stipend extended service duties (e.g., club sponsor, coach, etc.) listed in the Collective Bargaining Agreement for certified staff shall be paid the stipend amount specified in such Agreement; however, such employee shall not exceed an aggregate of forty (40) hours of work per week for the employee's regular duty and stipend extended service duty.

Section 12. **Summer Work**

A bargaining unit employee will have priority to fill a summer position that consists of the same duties as his/her regular school term position. A bargaining unit employee who fills a summer position that consists of the same duties as his/her regular school term position shall be paid at his/her hourly rate for the school term just completed.

Section 13. **Professional Development**

With the advance written approval of the Superintendent or designee, or when required by the Superintendent or designee, a bargaining unit employee shall be compensated at his/her regular hourly rate of pay for completing staff development classes, conferences or special training outside his/her normal workday or work year.

**ARTICLE VI  
DURATION**

This Agreement shall be effective as of July 1, 2008 and shall remain in full force and effect until June 30, 2013. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing no sooner than April 1, 2013 and no later than May 1, 2013 that they desire to modify or terminate this Agreement. For the employees added to the bargaining unit based on the Order of Certification issued by the Executive Director of the Illinois Educational Labor Relations Board dated June 26, 2009, the terms of this Agreement added through additional negotiations following the Order of Certification shall be effective on the later of July 1, 2010 or the date this Agreement is approved by the Board of Education, except as otherwise agreed under ARTICLE V BENEFITS AND WAGES Section 5. Wage Schedules, subsection B. Other Bargaining Unit Employees.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

For the Board of Education,  
Oak Lawn-Hometown School District No. 123

By: Joseph C. Lovett  
President

Attest: Julie Mosner  
Secretary

For the Oak Lawn-Hometown Support  
Staff Council # 123, Local 943, IFT,  
AFT, AFL-CIO

By: Elaini A. Baulds  
President

Say Cordeiro  
Vice-President

Michelle L. Eiduk  
Secretary

Date: 12-13-10

Date: 12-16-2010

2008			2009		
Custodial			Custodial		
Count	Salary	Extended	Count	Salary	Extended
			New	\$29,500	
7	\$28,500	\$199,500	7	\$30,355	\$212,488
3	\$29,567	\$88,701	3	\$31,422	\$94,267
3	\$30,569	\$91,707	3	\$32,424	\$97,273
4	\$33,059	\$132,236	4	\$34,914	\$139,658
4	\$35,354	\$141,416	4	\$37,209	\$148,838
2	\$36,523	\$73,046	2	\$38,378	\$76,757
2	\$39,729	\$79,458	2	\$41,584	\$83,169
1	\$45,270	\$45,270	1	\$47,125	\$47,125
26		\$851,334	26		\$899,575

Maintenance		
1	\$30,000	\$30,000
1	\$35,059	\$35,059
1	\$36,042	\$36,042
1	\$37,549	\$37,549
1	\$41,229	\$41,229
5		\$138,650

All		
31		\$989,984

Maintenance		
New	\$31,000	
1	\$31,855	\$31,855
1	\$36,914	\$36,914
1	\$37,897	\$37,897
1	\$39,404	\$39,404
1	\$43,084	\$43,084
5		\$146,072

All		
31		\$1,045,647

Percent	5.81%
Pool	\$57,518
Per Employee	\$1,855
Starting	
Salary Increase	\$1,000

2010		
Custodial		
Count	Salary	Extended
New	\$30,500	
	\$31,217	
7	\$32,072	\$224,506
3	\$33,139	\$99,418
3	\$34,141	\$102,424
4	\$36,631	\$146,525
4	\$38,926	\$155,705
2	\$40,095	\$80,191
2	\$43,301	\$86,603
1	\$48,842	\$48,842
26		\$944,214

Maintenance		
New	\$32,000	
	\$32,717	
1	\$33,572	\$33,572
1	\$38,631	\$38,631
1	\$39,614	\$39,614
1	\$41,121	\$41,121
1	\$44,801	\$44,801
5		\$152,939

All		
31		\$1,097,153

Percent	5.09%
Pool	\$53,223
Per Employee	\$1,717
Starting	
Salary Increase	\$1,000

2011 Custodial		
Count	Salary	Extended
New	\$31,500	
	\$32,195	
7	\$33,768	\$236,373
3	\$34,835	\$104,504
3	\$35,837	\$107,510
4	\$38,327	\$153,306
4	\$40,622	\$162,486
2	\$41,791	\$83,581
2	\$44,997	\$89,993
1	\$50,538	\$50,538
26		\$988,291

2012 Custodial		
Count	Salary	Extended
New	\$32,500	
	\$33,222	
7	\$35,490	\$248,427
3	\$36,557	\$109,670
3	\$37,559	\$112,676
4	\$40,049	\$160,194
4	\$42,344	\$169,374
2	\$43,513	\$87,025
2	\$46,719	\$93,437
1	\$52,260	\$52,260
26		\$1,033,064

2013 Custodial		
Count	Salary	Extended
New	\$33,500	
	\$34,559	
7	\$37,548	\$262,839
3	\$38,615	\$115,846
3	\$39,617	\$118,852
4	\$42,107	\$168,430
4	\$44,402	\$177,610
2	\$45,571	\$91,143
2	\$48,777	\$97,555
1	\$54,318	\$54,318
26		\$1,086,592

Maintenance		
New	Salary	Extended
New	\$33,000	
	\$33,695	
1	\$35,268	\$35,268
1	\$40,327	\$40,327
1	\$41,310	\$41,310
1	\$42,817	\$42,817
1	\$46,497	\$46,497
5		\$159,720

Maintenance		
New	Salary	Extended
New	\$34,000	
	\$34,722	
1	\$36,990	\$36,990
1	\$42,049	\$42,049
1	\$43,032	\$43,032
1	\$44,539	\$44,539
1	\$48,219	\$48,219
5		\$166,608

Maintenance		
New	Salary	Extended
New	\$35,000	
	\$36,059	
1	\$39,048	\$39,048
1	\$44,107	\$44,107
1	\$45,090	\$45,090
1	\$46,597	\$46,597
1	\$50,277	\$50,277
5		\$174,844

All		
Count	Salary	Extended
31		\$1,148,012

All		
Count	Salary	Extended
31		\$1,199,672

All		
Count	Salary	Extended
31		\$1,261,436

Percent	4.79%
Pool	\$52,554
Per Employee	\$1,695
Starting	
Salary Increase	\$1,000

Percent	4.65%
Pool	\$53,383
Per Employee	\$1,722
Starting	
Salary Increase	\$1,000

Percent	5.32%
Pool	\$63,823
Per Employee	\$2,059
Starting	
Salary Increase	\$1,000

Appendix A

MINIMUM STARTING RATES FOR OTHER EMPLOYEES

<u>Category</u>	<u>Rate</u>
Building/Program Secretary	\$ 13.50
Certified Nurse Assistant	\$ 16.00
Copy Clerk	Minimum Wage
Instructional & ELL Instructional Aides	\$ 13.25
Media Aide	Minimum Wage
Office Aide	\$ 9.30
Receptionist	Minimum Wage
Teacher & ELL Teacher Aide	Minimum Wage
Technology - Level I	\$ 12.30
Technology - Level II	TBD
Technology - Level III	TBD