



# **OAK LAWN-HOMETOWN**

School District 123

## **AGREEMENT**

**Between**

**THE BOARD OF EDUCATION, SCHOOL DISTRICT 123  
OAK LAWN-HOMETOWN, ILLINOIS**

**and**

**THE OAK LAWN-HOMETOWN SCHOOL DISTRICT 123  
SUPPORT STAFF COUNCIL #123**

**for the**

**SOUTHWEST SUBURBAN FEDERATION OF TEACHERS  
AFT LOCAL 943**

---

---

**2017-2018**



**2018-2019**



**2019-2020**



# Table of Contents

<b>PREAMBLE.....</b>	<b>5</b>
<b>ARTICLE I. RECOGNITION AND JURISDICTION.....</b>	<b>7</b>
Section 1. Recognition .....	7
Section 2. Board Policy .....	7
Section 3. Savings .....	7
Section 4. Effect of Agreement .....	7
<b>ARTICLE II. WORKING CONDITIONS.....</b>	<b>8</b>
Section 1. Building Policies .....	8
Section 2. Facilities .....	8
Section 3. Health and Safety.....	8
Section 4. Classroom Interruptions .....	8
Section 5. Medical Examination.....	8
Section 6. Support Staff Normal Work Day/Normal Work Year (Refer to Appendix B ).....	8
Section 7. Staff Lounges.....	10
Section 8. Vending Machines.....	10
Section 9. Support Staff Holidays .....	10
Section 10. Vacation .....	12
Section 11. Overtime .....	13
Section 12. Minimum Call-Back Assignment .....	13
Section 13. Assault/Battery .....	13
Section 14. Educational Development Committee .....	14
Section 15. Evaluation of Support Staff .....	15
Section 16. Personnel File.....	15
Section 17. Assignments, Transfers and Notification of Vacancies .....	16
Section 18. Seniority.....	16
Section 19. Support Staff Layoff and Recall .....	17
Section 20. Parking Conditions .....	18
Section 21. Professional Courtesy .....	18
Section 22. Professional Development.....	18
Section 23. Support Staff Discipline & Suspension Procedure .....	19
Section 24. Bargaining Unit Members Serving as Substitute Teachers.....	19
<b>ARTICLE III. GRIEVANCE PROCEDURE.....</b>	<b>20</b>
Section 1. Definition .....	20
Section 2. Presentation of Grievance .....	20
Section 3. General Provisions .....	20
<b>ARTICLE IV. SALARY, WAGES, AND BENEFITS.....</b>	<b>22</b>
Section 1. Salary and Wages.....	22
Section 2. Dental Insurance .....	24
Section 3. Life Insurance.....	24
Section 5. Protection from Suit.....	25
Section 6. Extended Service Salary Schedule.....	25
Section 7. Vision Fund .....	25
Section 8. Tax Sheltering of Health and Dental Payments .....	25
Section 9. Flexible Spending Accounts .....	25

Section 10. Mileage Allowance.....	26
Section 11. Wage Schedule .....	26
Section 12. Retirement Bonus .....	27
Section 13. Interpreting/Translating.....	27
Section 14. Summer Work.....	28
Section 15. Resource Allocation Committee .....	28
<b>ARTICLE V. PAID LEAVES .....</b>	<b>29</b>
Section 1. Support Staff Sick Leave .....	29
Section 2. Sick Leave Bank.....	30
Section 3. Support Staff Personal Business/Emergency Leave .....	32
Section 4. Union Leave .....	32
Section 5. Bereavement Leave .....	33
Section 6. Jury Duty/Court Appearances .....	33
<b>ARTICLE VI. UNPAID LEAVES .....</b>	<b>34</b>
Section 1. Extended Personal Leave .....	34
Section 2. Unpaid Temporary Disability Leave.....	34
Section 3. Parental Leave.....	35
Section 4. Effects of Unpaid Leaves .....	36
Section 5. Family and Medical Leave Act Leave.....	36
<b>ARTICLE VII. UNION AND BOARD RIGHTS AND RESPONSIBILITIES.....</b>	<b>38</b>
Section 1. Board Rights.....	38
Section 2. No Strike .....	38
Section 3. Equal Representation .....	38
Section 4. Open Door Practice.....	38
Section 5. Use of School Facilities.....	39
Section 6. Union Right to Address Faculty.....	39
Section 7. Union Right to Information .....	39
Section 8. Union Right to meet with the Superintendent .....	39
Section 9. Deduction of Union Dues.....	39
Section 10. Deduction of Non-member Fair Share Fee .....	40
Section 11. Printing and Distribution of Agreement.....	41
Section 12. Duration .....	41
<b>Appendix A – Starting Salaries .....</b>	<b>42</b>
<b>Appendix B – Support Staff Work Summary .....</b>	<b>43</b>

## **PREAMBLE**

This Agreement is made and entered into this day of May 22, 2017, by the Board of Education, Oak Lawn-Hometown School District Number 123, Cook County, Illinois, hereinafter referred to as the “BOARD” and the Oak Lawn-Hometown School Support Staff Council #123 of Local 943, Illinois Federation of Teachers, for the Southwest Suburban Federation of Teachers, AFT, Local 943, hereinafter referred to as the “UNION” for the purpose of setting salaries, wages, working conditions, and fringe benefits of the bargaining unit defined herein (hereinafter referred to as “Employees”).



# ARTICLE I. RECOGNITION AND JURISDICTION

## ■ Section I. 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, maintenance aide, building secretary, program secretary, office aide, receptionist, copy clerk, school nurse, certified nurse assistant, instructional aide, teacher aide, media aide, and technology support specialist.

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, 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

Any previously adopted policy, rule or regulation of the Board which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.

## ■ 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.

## ARTICLE II. WORKING CONDITIONS

### ■ Section I. Building Policies

Building policies shall not contravene the terms of this contract.

### ■ Section 2. Facilities

Each employee shall have access to a computer.

### ■ Section 3. Health and Safety

- A. The Board acknowledges that it has a responsibility to provide safe and healthful conditions of employment under the applicable law, and the employees acknowledge that they are jointly responsible for the safety and health of the children entrusted to their care.
- B. Each building will have a sign indicating that all visitors will report to the office before entering the classrooms.

### ■ Section 4. Classroom Interruptions

Except in cases of emergency, the intercom shall be used at regularly scheduled times as established by the administration at each building.

### ■ Section 5. Medical Examination

The cost of any physical examination which the Board requires other than that required by Section 24-5 of the Illinois School Code shall be paid in full by the Board of Education.

### ■ Section 6. Support Staff Normal Work Day/Normal Work Year (Refer to Appendix B )

#### A. Custodian/Maintenance/Maintenance Aide

The normal work day for full-time custodians, maintenance, and maintenance aide 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/maintenance aide 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. 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.

B. Instructional Aide/Teacher Aide/Certified Nurse Assistant/Nurses

The normal work day for such full-time aides shall consist of six and one-half (6.5) 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. At the discretion of the administration, an instructional/teacher aide shall be compensated at his/her regular hourly rate for time spent in collaboration with certified staff outside of the school day.

C. Building/Program Secretary

The normal work day for a full-time secretary shall consist of seven and one-half (7.5) hours of work which shall be interrupted by an unpaid meal period of at least thirty (30) minutes (i.e., not included in the 7.5 hours). Two paid rest periods of ten (10) minutes may be taken by such secretary or the paid rest periods may be attached to the meal period as approved by the secretary's supervisor. The normal work year shall consist of one hundred ninety-five (195) days plus up to an additional ten (10) days.

D. Technology Support Specialists

The normal work day for a full-time Technology Support Specialist 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 Technology Support Specialist or the paid rest periods may be attached to the meal period as approved by the Technology Support Specialist's supervisor. The normal work year shall consist of the school calendar plus up to an additional ten (10) days.

E. Office Aide

The normal work day for a full-time office aide shall consist of seven and one-half (7.5) hours of work which shall be interrupted by an unpaid meal period of sixty (30) minutes (i.e., not included in the 7.5 hours). Two paid rest periods of ten (10) minutes may be taken by such office aide or the paid rest periods may be attached to the meal period as approved by the office aide's supervisor. The normal work year shall consist of the school calendar plus up to an additional five (5) days.

F. 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.

#### G. School Nurse

The normal work day for School Nurse shall consist of six and one-half (6.5) hours of work which shall be interrupted by an unpaid meal period of at least thirty (30) minutes (i.e., not included in the 6.5 hours). Two paid rest periods of ten (10) minutes may be taken by the school nurse or the paid rest periods may be attached to the meal period as approved by the nurse's supervisor. The normal work year shall consist of the school calendar plus up to an additional five (5) days.

#### H. Support Staff Work Summary

The foregoing subparts A through G of Section 6 are displayed in Appendix B - Support Staff Work Summary

### ■ Section 7. Staff Lounges

The School shall provide lounges for staff use which shall be cleaned by the District once each school day. Employees shall be responsible for maintaining the cleanliness of the lounges thereafter.

### ■ Section 8. Vending Machines

- A. Subject to the approval of the Board as to numbers, types and locations, vending machines will be available to employees in all schools. The Union shall hold the Board harmless as to any liability in connection therewith.
- B. Profits of vending machines shall be used as the staff in the building deem fit.

### ■ Section 9. Support Staff Holidays

#### A. Custodian and Maintenance 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

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 support specialist, certified nurse assistant, school nurse, teacher aide, instructional aide, office aide, and building/program secretary. 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.

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 10. 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 25th 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 A.2 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.
7. Emergency Conditions: When a custodial or maintenance 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.

#### B. Maintenance Aide

1. A maintenance aide shall have five (5) unpaid vacation days for each of their first two years of employment. Beginning in the third year of employment they shall earn five (5) paid vacation days.

#### C. 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 11. Overtime

Hourly 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 workweek. 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 12. 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 or her own error.

### ■ Section 13. Assault/Battery

- A. "Assault" is an unlawful attempt or threat to injure another physically.

"Battery" is the actual non-permitted, offensive physical contact with another.

“Harassment” is intentional and unreasonable conduct by a parent, guardian or non-employee of the District that substantially interferes with the employee’s performance of his/her required duties.

- B. In the event a principal is notified that an employee has been assaulted in the course of his/her employment, the principal shall notify the Superintendent and the parent or guardian of the child (if applicable).
- C. The Superintendent, or designee, shall, upon the request of the employee, immediately notify the proper person or agency of the assault.
- D. The Superintendent, or designee, upon receipt of a written complaint from an employee, will report all incidents of battery to the local law enforcement authorities immediately after the occurrence of the attack.
- E. In the event that an employee notifies the principal that s/he is the subject of harassment, the principal shall investigate the employee’s complaint and take such action as the principal deems appropriate.

## ■ Section 14. Educational Development Committee

- A. Concept: The parties recognize their dual responsibility to provide the best possible educational experience for the students of this district within the available resources. To promote that purpose, the parties recognize the potential value of Educational Development.
- B. Types of Committees: The parties recognize and intend to establish two categories of Committees - Building Level EDC and District-Level EDC.
  - 1. Building Level EDC: Within the first two weeks of each school year an Educational Development Committee (EDC) will be established in each school. The committee shall be composed of the building principal or his/her representative, and a maximum of four (4) teachers selected by the faculty of each building.
  - 2. District Level EDC: District level EDC meetings will be scheduled on at least a bi-monthly basis. A calendar of meeting dates will be agreed upon during the first 30 days of the school year. The district level committee shall be convened to investigate areas related to the instructional program, working conditions, the development of the annual calendar, the development and implementation of a climate survey, and to the improvement of education in District 123. Such committee shall be composed of one (1) elected member from each school, three (3) administrators, the Union president, and the superintendent, or designee. The superintendent or his/her designee shall chair the district level meetings.
- C. Functions and Purposes:
  - 1. Each Committee shall report in writing and shall:
    - a. Identify the problem
    - b. Present the essential facts
    - c. Develop the alternative solutions
    - d. Recommend a course of action

- D. Recommendations not addressed at the building level made by such Committees shall be forwarded to the Superintendent and District-Level EDC for consideration and review.
- E. A building principal will notify a building EDC representative designated by the Union regarding action taken by the Administration or the Board. The principal will provide such notice by the end of the second school day that the principal is in the building following the action.
- F. The chairperson of each building EDC shall provide copies of building minutes to the Superintendent and the Union president. The minutes of the district level EDC meetings will be provided to all staff in the district.

## ■ Section 15. Evaluation of Support Staff

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 possible written input from other District employees for whom the bargaining unit member provides support services. Written input from a District employee shall differ in format from the evaluation format used by the Administration/Supervisor. 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.

An evaluation joint committee comprised of equal Administration and Union members shall develop an evaluation process and tool that will reflect growth of support personnel.

## ■ Section 16. Personnel File

- A. Only one official file shall be kept for each member in the district. Such file shall be in the Administration Center, and except for confidential communications, shall be available to the member.
- B. Each member shall have reasonable access to his/her file and shall have the right to insert materials relevant to his/her service in the district or his/her qualifications in general.
- C. Each member shall have the right to have photocopies of any non-confidential material in his/her file at the district's cost.
- D. No derogatory material shall be added to a member's file unless the actual copy to be filed has been signed and dated by the member. The signature indicates that the member 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 a member refuses to sign and date the copy, a notation to that effect will be placed in the member's file.
- E. The member shall have the right to attach dissenting material to any non-confidential item in his/her file.
- F. A member shall be advised in writing whenever a request is made for information from the member's personnel file and be advised as to who made the request and the date of the request.

## ■ Section 17. Assignments, Transfers and Notification of Vacancies

### A. Notification of Vacancies

Union members shall be notified electronically of all vacancies new and existing in the district. Members interested in such positions shall apply in writing to the Superintendent or designee. Members of the bargaining unit, who apply, will be considered for vacancies or newly created positions before such positions are filled.

### B. No provision in this Section 29 shall be subject to the grievance procedure.

## ■ Section 18. 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.

The seniority categories for the bargaining unit are as follows:

1. custodian/maintenance
2. building / program secretary
3. copy clerk
4. receptionist
5. office aide
6. technology support specialist
7. ELL instructional aide
8. instructional aide
9. ELL teacher aide
10. teacher aide
11. media aide
12. certified nurse assistant
13. maintenance aide
14. nurse

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 19. Support Staff 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 20. Parking Conditions

All parking lots in District 123 shall be posted with signs stating that these lots are for authorized use only.

## ■ Section 21. Professional Courtesy

The staff and the administration shall, at all times, treat each other with courtesy and respect. Professional courtesy exists within organizations where open, accurate and respectful communication is an expected standard. These courtesies may include such ideas as:

- A. Confirm and commit to all actionable requests within 2 work attendance days;
- B. Communicate in a respectful tone;
- C. Adhere to a meeting share-out process that is collaboratively developed and periodically reviewed by management and union.

If a parent makes a complaint regarding an employee, the employee will be notified regarding the complaint. The administrator will make every effort to refer the parent back to the employee for a solution. Either the employee or the Administrator may request to meet with the parent to discuss a complaint. If a meeting with the parent is requested, the Administrator will be present at such meeting at the request of the Administrator, employee or the parent. A employee may not refuse to be present at a meeting with the parent unless an Administrator approves the employee's request not to be present. Nothing herein shall prevent an Administrator from hearing a parent complaint. Nothing herein shall prevent a parent from refusing to meet with a employee to discuss a complaint.

## ■ Section 22. Professional Development

- A. Newly hired support staff may attend orientation opportunities. Orientation will be scheduled to provide release time or compensation before, during or after the workday. A union representative shall participate in the orientation.
- B. 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.
- C. Technology Support Specialist Coursework/Training/Certification: A technology support specialist may submit for reimbursement for coursework; however, a course must be pre-approved by the Superintendent or his/her designee in order for the course to be eligible for reimbursement. The Board agrees to reimburse a technology support specialist for the full cost for one test administration of the COMPTIA A+ assessment. The Board agrees to reimburse the full cost of any mandated training and/or certification it requires of the technology support specialist position.
- D. 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.

## ■ Section 23. Support Staff Discipline & Suspension Procedure

- A. Any disciplinary action involving an employee covered by this agreement shall require:
1. Charges reduced to writing and presented to the employee prior to any formal action by the employer.
  2. Right to Union representation at all times.
  3. 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.
  4. No employee shall be required by the employer to submit to a polygraph examination or strip search.
  5. At the next regularly scheduled Board meeting, the affected employee will be entitled to a Board hearing.
  6. Violations, including, but not limited to, the following examples:
    - a. Intoxication on the job
    - b. Theft of school district property, materials or supplies
    - c. Insubordination to supervisory officials
    - d. Possession or sale of narcotics in school district facilities or on school district property
    - e. Failure, refusal or preventable or avoidable inability to perform the duties assigned
    - f. Acts which threaten the safety of school district staff members, students or the general public when present on school district property
    - g. Willful destruction of school district real or personal property
    - h. Sexual harassment
- B. 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.
- C. Work Limits for Custodians: The Superintendent or his/her designee shall be responsible for any disciplinary action of non-bargaining unit personnel.

## ■ Section 24. 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 the required State certification. A bargaining unit employee who serves as a substitute teacher shall not receive less than the rate of pay for substitutes.

## 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.

### ■ 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-five (25) 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. A member 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.

## H. Section 4. Procedure for Adjustment of Grievances

### A. Informal Conference

1. A grievance shall first be discussed with the appropriate administrator with the object of resolving the matter informally.
2. 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 designee of the adjustment.

### B. Formal Procedure

1. Principal Level: In the event the grievance is not resolved informally, the principal or 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 designee will furnish his decision to the grievant.
2. Superintendent Level: Within five (5) working days after the principal renders a decision, an appeal therefrom may be taken by the grievant to the Superintendent. The Superintendent or 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 designee shall render his decision to the grievant.
3. Board Level: Within five (5) working days after the Superintendent or 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 hearing on appeal, the Board will communicate its decision in writing to the grievant.
4. Arbitration: If the decision at Step 3 is not satisfactory to the grievant, there shall be available a 4th and final step of impartial arbitration. The grievant 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 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 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/her 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. SALARY, WAGES, AND BENEFITS

### ■ Section 1. Salary and Wages

#### A. Payroll Procedures

1. Payroll checks shall either be sent via direct deposit electronically or to the buildings in closed envelopes. Paper checks shall be distributed before the start of the lunch hour, if delivered in time by the Township Treasurer. Employees opting for electronic distribution shall designate a bank or other institution for purposes of direct deposit.
2. Employees whose resignation is accepted by the Board during the year shall be paid for the period of actual employment and shall have their salaries prorated on the basis of the number of staff attendance days in the school calendar. The amount due the employee shall be paid not more than thirty (30) days after termination of employment.

#### B. Deductions

Pursuant to applicable law and upon written request of the employee, salary deductions shall be made for:

1. District 123 Teachers' Council for the Southwest Suburban Federation of Teachers, AFT Local 943
2. Credit Union
3. 403(b)/457 eligible investment accounts and/or Tax-sheltered annuities in a Board approved company. Maximum list of 403(b)/457 eligible investment account companies cannot exceed 10, provided at least five teachers request access to the new companies.
4. The Oak Lawn-Hometown School District 123 Educational Foundation
5. AFT Local 943 Political Action Contribution (PAC)
6. Other charitable organizations approved by the Board of Education

All items shall be deducted throughout the year or until written notice to the contrary. Additional sums will be deducted for income tax upon request of the employee.

The provisions of this section are subject to the approval of the Township Treasurer.

#### C. Health Insurance

##### 1. Coverage

Group hospitalization and medical insurance is to be offered to each employee as permitted by the insurance provider(s). The Board shall make available to all full-time employees a health insurance plan to be provided by an insurance company or companies to be approved by the Board. (Part-time employees refer to Article II, Section 25.) An Insurance and Benefit Committee comprised of equal union and administrative representation will meet as needed to discuss insurance and benefit coverage.

In the event that the State of Illinois or the Federal Government 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:

- a. The HMO plan or the PPO plan
- b. The single or family

For all full-time custodian and maintenance employees, the Board will pay the cost of the annual premiums up to the following amounts towards the employee's choice of coverage:

	2017-18	2018-19	2019-20
HMO Single	All	All	All
HMO Family	\$18,250	\$18,500	TBD*
PPO Single	All	All	All
PPO Family	\$18,750	\$19,500	TBD*

\* The Insurance and Benefit Committee will collaborate to determine the insurance benefit change for the third year of the CBA, but in no case will the determination be less than already agreed upon in years one and two of the agreement, should the cost of the plans continue to rise.

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):

	2017-18	2018-19	2019-20
PPO 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.

- D. 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.
- E. 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.
- F. 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.

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.

G. Building/Program Secretary Employed before July 1, 2009

For a building/program secretary employed by the Board before July 1, 2009, and for each year of this Agreement, 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 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.
- 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. A. Group Life Insurance in the amount of \$20,000 shall be provided to all 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.
- 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 5. Protection from Suit

The Board will, in accordance with Section 5/10-20.20 of the Illinois School Code (105 ILCS 5/10-20.20), indemnify and protect members of the bargaining unit against civil rights damage claims and suits, constitutional rights damage claims and suits and death or bodily injury and property damage claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts allegedly committed during the scope of employment or under the direction of the Board.

## ■ Section 6. Extended Service Salary Schedule

If, during the term of this Agreement, the Board shall create any additional extended service positions or incorporate any of the duties of any existing extended service positions into the regular work day, then the rate of pay for such positions shall be subject to negotiations between the Board and the Union, the provisions of Article I, Section 4, to the contrary notwithstanding.

The listing of positions contained in this section is not a guarantee that each activity will be conducted or continued.

The Extended Service Salary Schedule is attached as Appendix D of the Teachers Contract.

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 7. Vision Fund

The district shall establish a reserve based upon a \$100 reimbursement per qualified employee, per school 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.

## ■ Section 8. Tax Sheltering of Health and Dental Payments

The District will implement an IRS 125 Flexible Benefit Plan. 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 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 childcare 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. Mileage Allowance

Employees who are required by the administration to use their automobiles in servicing more than one building during the school day are to be reimbursed at the rate established annually by the Internal Revenue Service.

Employees required to use their automobile carrying out extended service position duties, as indicated in Section 6, or attending district approved workshops will keep logs and submit them to the district for reimbursement. Any employee required to use his/her vehicle for school business must retain a valid driver's license and current evidence of insurance coverage that is in compliance with the minimum insurance coverages required by the state of Illinois.

## ■ Section 11. Wage Schedule

A. Employees currently on staff shall be compensated as follows:

Employees in each category will receive the percentage salary increase shown for each year below:

	2017-18	2018-19	2019-20
Maintenance Staff	15%	4%	4%
Receptionist & Office Aides	10%	4%	4%
Teaching Aides	9%	4%	4%
Instructional Aides	7%	4%	4%
Building Secretary	5%	4%	4%
All Other Staff	3%	4%	4%

Nurses in the support staff bargaining group will receive as salary the prorated amount calculated from the certified teachers salary schedule, BA column and step commensurate with the nurse's years of experience.

Level 1: CSN + Head Nurse Duties - 100%

Level 2: RN with B.S. (4-Year Degree) - 80%

Level 3: RN without B.S (2-3 year Program) - 75%

Level 4: New Hires, with or without a B.S - 70%

1. 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 hours.
2. 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.
3. 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).

4. 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. See Appendix A for starting 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.
2. Building/program secretaries, and office aides hired prior to July 1, 2009 shall receive IMRF contributions paid in full by the Board.

## ■ Section 12. 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 employee may choose to receive the Retirement Bonus either: 1.) Two (2) months after the month of retirement date, 2). During the first January after retirement, or 3.) deposited into the employee's 403b account two (2) months after the month of retirement date. The total amount of said payment shall consist of \$150.00 for each year of service in District 123 up to and including five (5) years; \$300.00 for each year of service in District 123 for years six (6) through fifteen (15); \$400.00 for each year of service in District 123 for years sixteen (16) through twenty-five (25); and \$450.00 for each year of service in District 123 for years twenty-six (26) through thirty (30) not to exceed a maximum payment of \$10,000.00.

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.

Notice of retirement must be provided in writing to the superintendent no less than thirty (30) days prior to the retirement date. At the sole judgment of the Superintendent, the requirements, restrictions and conditions of such leave may be waived in unusual circumstances but such waiver shall not constitute a past practice or precedent.

## ■ Section 13. Interpreting/Translating

If a bargaining unit employee is required by a Principal or District-level Administrator to serve as an interpreter at an IEP meeting, domains meeting, parent-teacher conference, disciplinary meeting or administrator-parent meeting, or asked to translate informal school documents, during his/her work day 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 14. 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. Assuming positions do not require specialized training and/or experience, appointments will be rotated. Those applicants who are not chosen in a given year will be accorded priority consideration the following year. However, the determination of the Board shall be final.

## ■ Section 15. Resource Allocation Committee

A Resource Allocation Committee composed of the president of the Union, two (2) representatives chosen by the Union and three (3) representatives chosen by the Board will meet to discuss the financial state of the District. These meetings may be at the request of the Union or Administration. The Committee will make recommendations to the Board regarding potential options for allocating District resources if there is a significant decline in revenue from the state or federal government (i.e. general state aid, mandated categoricals) during the course of this Agreement.

# ARTICLE V. PAID LEAVES

## ■ Section 1. Support Staff Sick Leave

- A. An employee must continue the practice of contacting his/her principal in a timely manner relative to the use of sick leave. However, an automated recording system for absences will be established at the district-level to facilitate the hiring of substitutes. This recording system will be used by all support staff except secretary, office aide, receptionist, custodian, maintenance, and maintenance aide. (These categories must contact their immediate supervisor.) An employee who will be absent will call the designated substitute call-in number by 7:00am. Any absence submitted after 7:00am, the employee must contact the building principal and district office to fill the absence.

Full-time custodians, maintenance employees, building/program secretaries hired before July 1, 2009, 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, and technology support specialist 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 than 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.

- 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.

## ■ Section 2. 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.

- C. To join the Bank, an eligible employee must submit to the Superintendent and the Committee, during the month of September, a written application. 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.
- 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 Cook County 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 IMRF System or Worker's 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.

### ■ Section 3. Support Staff Personal Business/Emergency Leave

- A. An employee who has sick leave days accumulated may use up to three (3) of such days each fiscal year for personal leave purposes if it cannot be accomplished outside of the employee's regular workday.

Provided, however, no employee may use accumulated sick days for such purpose during his first six months of employment in a full-time position. 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 requirements, restrictions and conditions of such leave may be waived in unusual circumstances but such waiver shall not constitute a past practice or precedent.

- B. 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.
- C. Whenever possible, application for such leave will be made to the principal at least two (2) days in advance of taking such leave.

### ■ Section 4. Union Leave

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 or other business pertinent to Council affairs 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 Superintendent at least forty-eight (48) hours in advance, which approval shall not be unreasonably withheld.

## ■ Section 5. 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 three (3) 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.

## ■ Section 6. Jury Duty/Court Appearances

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.

An employee who is required to serve on jury duty or receives a subpoena to serve as a witness during his/her workday shall receive his/her full salary without loss of sick leave or personal leave. An employee missing work for jury duty or a court appearance for a subpoena must provide evidence of attendance.

## ARTICLE VI. UNPAID LEAVES

### ■ Section 1. Extended Personal Leave

- A. Employees who have completed four consecutive years of employment 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. Except in cases of emergency, Extended Personal Leave may only be granted for a full school year. If an emergency Extended Personal Leave is approved by the Board to commence during a school year, it shall extend 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 2. 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 twenty-four (24) 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 Board and shall be accompanied by a certificate from the applicant's physician verifying that he/she 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 he/she 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 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 3. 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 after taking into consideration such factors as continuity of instruction and the expected date of delivery.

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 sixty (60) days prior to the anticipated commencement of the leave.

- B. A male employee shall be entitled to an unpaid Parental Leave which may commence at any time during the semester in which 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 taking into consideration the continuity of instruction.
- 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 taking into consideration the continuity of instruction.
- D. Parental Leave shall extend to the last school day of the school year during which the leave commenced, the school 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 school 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 school year no later than March 1 before the close of school in the year the leave expires. Failure to so notify the Board shall constitute a resignation from the District.

## ■ Section 4. Effects of Unpaid Leaves

Unless specifically provided otherwise in the preceding Sections of this Article, the effects of taking unpaid leave shall be as follows:

- A. Accumulated sick leave (if any) shall not be lost as a result of taking an approved unpaid leave.
- B. Employees on unpaid leave may continue, at their own expense, to be enrolled in the district's health insurance program providing that there is agreement upon the part of the Board approved insurance company and provided that the premium costs are in the business office 30 days prior to premium due date. Failure to meet these deadlines will result in cancellation of this privilege.
- C. Employees on unpaid leave whose reason(s) for such leave changes shall be eligible to apply for employment if positions for which they are qualified should become available during such leave.
- D. Employees on unpaid leave shall be subject to honorable dismissal from the district to the same extent as are active employees.
- E. Upon the expiration of his/her unpaid leave, an employee who has not resigned or otherwise been terminated shall be assigned to any position for which he/she is qualified and need not be assigned to the same position held at the time leave was granted.

## ■ Section 5. Family and Medical Leave Act Leave

### A. Eligibility

An employee 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 this 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.

For purposes of FMLA Leave, the twelve (12) month period begins on the first day of the school term during which the leave is requested to begin and ends on the day prior to the beginning of the next school term. For purposes of this paragraph, "school term" shall be deemed to include any orientation or institute days prior to the first day of student attendance.

### 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 Act is repealed, then this Section of this Article shall, as of the date of the repeal, no longer be in force and effect.

# ARTICLE VII. UNION AND BOARD RIGHTS AND RESPONSIBILITIES

## ■ Section 1. 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 the Constitution of the State of Illinois and the United States, including but not limited to the responsibility for and the right:

- A. To 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.
- B. To hire all employees and, subject to the provisions of the law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, their assignment, and to promote and transfer all such employees.
- C. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to current written Board policy or as the same may from time to time be amended, the selection of textbooks and other teaching materials, and the utilization of teaching aids of all kinds.
- D. To determine work schedules, the hours of work, including the requirement of overtime assignments for non-salaried employees, and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and non-classroom assignments.
- E. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited by the specific and express terms of this Agreement.

## ■ Section 2. No Strike

The Union agrees not to strike, not to engage in any work stoppages, and not to picket, any of which of the foregoing in any manner would tend to disrupt the operation of any public school in School District 123, or the Administration offices of the Board of Education of School District 123.

## ■ Section 3. Equal Representation

The Union agrees to represent equally and without prejudice all members of the bargaining unit for purposes of negotiations with the Board concerning terms and conditions of their employment and the settlement of grievances.

## ■ Section 4. Open Door Practice

Whenever a bargaining unit member has concerns that necessitate requesting a meeting with his or her supervisor, that member may request Union representation during said meeting, provided that the supervisor is advised in advance. The supervisor may also request the presence of a second administrator, provided that the member is advised in advance.

## ■ Section 5. Use of School Facilities

The Union shall have the use of a room in a school for meetings in accordance with district room utilization procedures. The Union shall be allowed the reasonable use of the inter-school mail system and email.

## ■ Section 6. Union Right to Address Faculty

- A. The Union shall be allotted a brief time during the workshop for orientation of new staff.
- B. The Union president or his designee shall have the right to briefly address the faculty on the first institute day of the school year.
- C. After the beginning of each regular faculty meeting, the Union shall have the right to make announcements and give brief reports.

## ■ Section 7. Union Right to Information

The Board shall furnish the Union president with the following documents and kinds of information as they are received, completed, or compiled or as otherwise indicated:

- A. Board agenda
- B. Official minutes of Board meetings
- C. Board Policy manual and revisions
- D. Current fiscal year budget
- E. Faculty directory including home address and telephones listed
- F. The Board and the Union shall make available to each other upon request, any and all information, statistics, and records of a non-confidential nature which may be relevant to negotiations or necessary for the proper enforcement of the terms of this agreement, provided that neither party shall be required to research or compile information especially for the other.

## ■ Section 8. Union Right to meet with the Superintendent

The Superintendent shall meet, as needed with the President of the Union, or his designee, to discuss matters of educational policy and development as well as matters relating to the implementation of this Agreement.

## ■ Section 9. Deduction of Union Dues

- A. In accordance with applicable law, the Board will deduct from the pay of members of the bargaining unit, from whom it receives written authorization, the required amount of Union dues and contributions. The dues payments and the list of employees from whose pay the dues have been deducted, along with the amount deducted from each, shall be forwarded to the Union treasurer no later than thirty (30) days after such deductions were made.
- B. The Board shall deduct said annual union contributions from such employee's earnings in eighteen (18) bi-weekly installments over the course of the school year, each in approximately uniform amounts equal to the annual charge divided by eighteen (18).

- C. The Board shall commence such deduction beginning with the first payroll period through the 18th payroll period of the school year. Employees who authorize such deductions after the start of school year shall only have deducted from the earnings the installments remaining due generally during the remainder of the school year, commencing with the first payroll period that begins on or after the receipt of said written authorization.

## ■ Section 10. Deduction of Non-member Fair Share Fee

### A. Establishment of Fair Share Fee

Every employee who is hired by the Board after August 27, 1984, and every support staff member hired after July 1, 1988 who is not a member of the Union, shall be required to pay their fair share of the cost of the services rendered by the Union that are chargeable to non-members under State and Federal law.

All employees who are members of the Union on or after the effective date of this Agreement shall maintain their membership in said Union during the duration of the agreement or shall pay a fair share fee to the union for the cost of the services rendered by the Union that are chargeable to non-union members under state law. Such charges will be effective sixty (60) days after the date of hire.

The Union shall submit written notice to the Board by August 15 of each year which specifies the annual amount of the Fair Share fee and must certify that the fee constitutes the fair share and does not exceed the dues uniformly required of members of the the Union.

### B. Deduction of Fair Share

The Board shall deduct said annual Fair Share Fee from such employees' earnings in eighteen (18) bi-weekly installments over the course of the school year, each in an approximately uniform amount equal to the annual Fair Share Fee divided by eighteen (18).

Such employees who are hired 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. The Fair Share fee payments and a list of employees and the amount deducted from each shall be forwarded to the union treasurer not later than thirty (30) days after such deductions are made.

### C. Right to Object/Religious Exemption

Non-members have the right, under the Illinois Educational Labor Relations Act, to object to the amount of the fee and may do so by filing with the Illinois Educational Labor Relations Board, at 320 West Washington, 2nd Floor, Springfield, Illinois 62701-1135 or 160 North LaSalle Street, Suite N-400, Chicago, Illinois 60601-3103. The necessary forms and other additional information are available from the Illinois Educational Labor Relations Board.

Also, non-members who may object to payment of a Fair Share fee because of bona fide religious tenets or teachings of a church or religious body of which such employees are members, may, upon approval of their objection by the Illinois Educational Labor Relations Board, pay an amount equal to their fair share 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 B.

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.

D. Indemnify and Hold Harmless

The Union shall indemnify and hold harmless the Board of Education, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability including the costs of defense thereof that shall arise out of complying with the above provisions of this article, or reliance on any list, notice, certification, affidavit or reassignment furnished under any such provisions.

■ Section 11. Printing and Distribution of Agreement

The Board and the Union shall share the expenses for the printing of one copy each of the Agreement for School District 123 bargaining unit personnel. The Board shall determine the method of printing.

■ Section 12. Duration

- A. This Agreement shall be effective on July 1, 2017, and shall remain in full force and effect until August 15, 2020. It shall be renewed automatically from year to year thereafter unless either party shall notify the other in writing no later than January 14, 2020 that it desires to modify, change, amend or terminate this Agreement.
- B. In the event of such notice to modify, change, amend or terminate this Agreement, negotiations shall begin no later than February 15, 2020 or until such further date as the parties may jointly agree.

Dated this 22nd day of May, 2017.

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

For the Board of Education  
Oak Lawn-Hometown School District # 123

For the District 123 Support Staff Council  
AFT Local 943, IFT, AFL-CIO

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

## Appendix A – Starting Salaries

<b>Starting Salaries - Hourly</b>	<b>FY18</b>	<b>FY19</b>	<b>FY20</b>
Instructional Aides	\$13.93	\$14.07	\$14.21
Teacher Aides	\$11.22	\$11.33	\$11.45
Building Secretary	\$14.19	\$14.33	\$14.47
Office Aides	Cook County Minimum Wage	Cook County Minimum Wage	Cook County Minimum Wage
Receptionists	Cook County Minimum Wage	Cook County Minimum Wage	Cook County Minimum Wage
CNA	\$16.65	\$16.82	\$16.98
Computer Technician Without COMPTIA A+ Certification	\$26.16	\$26.42	\$26.69
Computer Technician With COMPTIA A+ Certification	\$30.53	\$30.84	\$31.14
<b>Starting Salaries - Annual</b>	<b>FY18</b>	<b>FY19</b>	<b>FY20</b>
Custodian	\$39,463	\$39,857	\$40,256
Maintenance	\$41,039	\$41,450	\$41,864
Maintenance Aide/Media Aide	Cook County Minimum Wage	Cook County Minimum Wage	Cook County Minimum Wage

## Appendix B – Support Staff Work Summary

POSITION	HOLIDAYS	TOTAL DAYS PAID	TOTAL PAID HOURS PER DAY	TOTAL PAID HOURS PER YEAR	LUNCH	BREAKS	HOURS ON PROPERTY	FLEX WORK DAYS PER ADMIN APPROVAL	SICK/ PERSONAL DAYS
Building Secretaries	10	206	7.5	1545	1/2 Hour Unpaid	2 10 minute	8	10	12 *
Program Secretaries	10	206	7.5	1545	1/2 Hour Unpaid	2 10 minute	8	10	12 *
Certified Nurse Assistant	10	191	6.5	1241.5	1/2 Hour Unpaid	2 10 minute	7		10
School Nurse	10	191	6.5	1241.5	1/2 Hour Unpaid	2 10 minute	7	5	10
Instructional Aides	10	191	6.5	1241.5	1/2 Hour Unpaid	2 10 minute	7		10
ELL Instructional Aides	10	191	6.5	1241.5	1/2 Hour Unpaid	2 10 minute	7		10
Office Aide	10	191	7.5	1432.5	1/2 Hour Unpaid	2 10 minute	8	5	10
Receptionist	10	181	5	905	NA	1 10 minute	5		10
Teacher Aide	10	191	6.5	1241.5	1/2 Hour Unpaid	2 10 minute	7		10
ELL Teacher Aide	10	191	6.5	1241.5	1/2 Hour Unpaid	2 10 minute	7		10
Technology Support Specialists (without COMPTIA A+ Certification)	10	191	6.5	1241.5	1/2 Hour Unpaid	2 10 minute	7	10	10
Technology Support Specialists (with COMPTIA A+ Certification)	10	191	6.5	1241.5	1/2 Hour Unpaid	2 10 minute	7	10	10
Day Custodians	15	260	8	2080	1/2 Hour Unpaid	2 15 minute	8.5		12 *
Night Custodians	15	260	8	2080	1/2 Hour Unpaid	2 15 minute	8.5		12 *
Maintenance	15	260	8	2080	1/2 Hour Unpaid	2 15 minute	8.5		12 *
Maintenance Aides	15	260	8	2080	1/2 Hour Unpaid	2 15 minute	8.5		12 *

\* employees in these job titles hired before July 1 2009 earn 14 sick/personal days per year

