

AGREEMENT

Between

**THE BOARD OF EDUCATION HARVEY
SCHOOL DISTRICT 152**

and

**SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 73, CTW**

~~2012-2014~~2014-2018

|

PREAMBLE

**ARTICLE I
RECOGNITION**

- SECTION 1.1 RECOGNITION
- SECTION 1.2 DISTRIBUTION OF AGREEMENT
- SECTION 1.3 NEGOTIATING PROCEDURE

**ARTICLE II
UNION SECURITY AND DUES**

- SECTION 2.1 FAIR SHARE
- SECTION 2.2 DUES CHECKOFF
- SECTION 2.3 SEIU COPE

**ARTICLE III
ANTI-DISCRIMINATION**

- SECTION 3.1 ANTI-DISCRIMINATION
- SECTION 3.2 UNION ACTIVITY
- SECTION 3.3 GENDER

**ARTICLE IV
REPRESENTATION AND UNION BUSINESS**

- SECTION 4.1 UNION STEWARD/S AND NON-EMPLOYEE REPRESENTATIVE
- SECTION 4.2 VISITATION
- SECTION 4.3 DISSIMILATION OF INFORMATION
- SECTION 4.4 BOARD MEETINGS
- SECTION 4.5 UNION BUSINESS
- SECTION 4.6 NEW EMPLOYEE ORIENTATION
- SECTION 4.7 BOARD MEETINGS - NOTIFICATION
- SECTION 4.8 PERTINENT INFORMATION – UNION
- SECTION 4.9 NAMES AND ADDRESSES – NEW EMPLOYEES

**ARTICLE V
EMPLOYER RIGHTS AND OBLIGATIONS**

**ARTICLE VI
HOURS OF WORK AND OVERTIME**

- SECTION ~~6.1~~ _____ PURPOSE OF ARTICLE
- SECTION 6.2 WORK WEEK
- SECTION 6.3 WORK DAY
- SECTION 6.4 WORK SHIFT
- SECTION 6.5 WORK SCHEDULE
- SECTION 6.6 CHANGE IN SHIFT SCHEDULE
- SECTION 6.7 OVERTIME PAYMENT
- SECTION 6.8 SCHEDULING OF OVERTIME

- SECTION 6.9 EMERGENCY CALL BACK
- SECTION 6.10 WORKING OUT OF CLASSIFICATION
- SECTION 6.11 SUMMER FOOD SERVICE PROGRAM
- SECTION 6.12 MILEAGE FOR ~~INDISTRICT TRAVEL~~ TRAVEL WITHIN DISTRICT
- SECTION 6.13 INCLEMENT WEATHER CLAUSE
- SECTION 6.14 ASSAULT ON EMPLOYEES – PROCEDURES
- SECTION 6.15 INSURANCE-LIABILITY

ARTICLE VII

RIGHT OF REPRESENTATION

- SECTION ~~7.1~~ 7.1 RIGHT OF REPRESENTATION
- SECTION 7.2 PHOTO DISSEMINATION
- SECTION 7.3 JUST CASUE STANDARD
- SECTION 7.4 DEFINITION AND RIGHTS OF PROBATIONARY EMPLOYEES/NON-COVERED
- SECTION 7.5 ACCESS TO PERSONNEL RECORDS
- SECTION 7.6 EVALUATION

ARTICLE VIII

GRIEVANCE PROCEDURE

- SECTION 8.1 GOAL
- SECTION 8.2 DEFINITION OF GRIEVANCE
- SECTION 8.3 FIRST STAGE
- SECTION 8.4 SECOND STAGE
- SECTION 8.5 THIRD STAGE

ARTICLE IX

EMPLOYEES WORK

ARTICLE X

NO STRIKES/NO LOCKOUTS

ARTICLE XI

SENIORITY

- SECTION 11.1 DEFINITION
- SECTION 11.2 VACANCIES
- SECTION 11.3 ~~CONSOLIDATION OR ELIMINATION OF JOBS~~ LAYOFF (REDUCTION IN FORCE)

ARTICLE XII

HOLIDAYS

- SECTION 12.1 RECOGNIZED HOLIDAYS
- SECTION 12.2 HOLIDAYS IN VACATION

ARTICLE XIII

VACATIONS

- SECTION 13.1 NOTICE/LIMITATION
- SECTION 13.2 ACCUMULATED VACATION DAYS

SECTION 13.3 COMPUTATION OF VACATION TIME

**ARTICLE XIV
WELFARE BENEFITS**

- SECTION 14.1 SICK LEAVE
- SECTION 14.2 UNUSED SICK LEAVE
- SECTION 14.3 SICK LEAVE ACCUMULATION
- SECTION 14.4 EXTENDED MEDICAL LEAVE
- SECTION 14.5 JURY DUTY
- SECTION 14.6 ABSENCE DUE TO WORK-RELATED INJURY
- SECTION 14.7 PERSONAL DAYS
- SECTION 14.8 FUNERAL LEAVE
- SECTION 14.9 FAMILY MEDICAL LEAVE
- SECTION 14.10 MILITARY LEAVE

**ARTICLE XV
SAFETY**

- SECTION ~~15.1~~ _____ SAFE WORK ENVIRONMENT
- SECTION ~~15.2~~ _____ SAFETY COMMITTEE

**ARTICLE XVI
INSURANCE**

- SECTION 16.1 INSURANCE
- SECTION 16.2 ~~POST-RETIREMENT COVERAGE~~ BOARD CONTRIBUTION TOWARDS MEDICAL INSURANCE
- SECTION ~~16.3~~ _____ INSURANCE PARTICIPATION
- SECTION 16.4 RETIREMENT COMPENSATION IN FINAL YEAR(S)

**ARTICLE XVII
GUARANTEE**

**ARTICLE XVII
WAGES**

**ARTICLE XIV
SAVING CLAUSE**

**ARTICLE XIX
DURATION OF AGREEMENT**

APENDIX A

- SALARY SCHEDULES**
- CUSTODIANS, COURIER, GROUNDS, MAINTENANCE**
- COOKS, HELPERS, HOST/HOSTESS, PORTER, DISHWASHERS**

PREAMBLE

This Agreement entered into as of the ~~1ST day of July 2014~~ between ~~the~~ The Board of Education of Harvey Public School District 152, Cook County, IL hereinafter referred to as ~~Employee~~

[Employer](#) or the Board, and Service Employees International Union, Local 73, hereinafter referred to as Union. It is the intent and purpose of this Agreement to assure a sound and mutually beneficial working and economic relationship between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstanding or difference which may arise and to set forth herein basic and full agreement between the parties concerning rates of pay, wages, hours of employment, and other terms and conditions of employment.

There is none and shall be no individual arrangements or agreements made covering any part or all of this Agreement which is contrary to the terms herein provided. Either party hereto will be entitled to require specific performance of the provisions of this Agreement.

ARTICLE 1 RECOGNITION

SECTION 1.1. RECOGNITION

The Employer recognizes the Service Employees International Union, Local 73 (successor to Local 1) as the sole and exclusive bargaining representative for all full-time and regular part-time educational support personnel the following job title classifications, exclusive of those positions determined to be confidential by the Employer and as defined by the Illinois Educational Labor Relations Board : ~~Crew Chief~~, Courier/Custodian, Custodian, ~~Cook/Team Leader~~, Cook, Satellite Hostess, Cook Assistant, Driver/Porter, Food Service Host/Hostess, Dishwashers, Grounds Keeper, Maintenance I, **II, III**;

Except as otherwise provided in this agreement, it is understood and agreed that the president of S.E.I.U. Local 73 or his/her designee will be the official spokesperson for the Union in any matter between the Union and the Employer.

SECTION 1.2. DISTRIBUTION OF AGREEMENT

The Union agrees to provide a copy of this Agreement to all employees covered by this Agreement within one month of it being put into effect and thereafter to every employee covered by this Agreement.

SECTION 1.3 NEGOTIATING PROCEDURE

If the assistance of a mediator is requested by either party in the negotiations for a successor agreement, both parties agree to utilize the services of the Federal Mediation and Conciliation Service (FMCS). Prior to such request the District will be given a opportunity to review the issue, unless otherwise agreed by the parties, the parties agree to adhere to the negotiation and impasse procedures set forth in the Illinois Educational Labor Relations Act and the applicable rules and regulations of the Illinois Educational Labor Relations Board (IELRB), with the understanding that the determination of whether such procedures have been complied with shall be made solely in accordance with the provisions of the Illinois Educational Labor Relations Act and other applicable federal and state laws.

ARTICLE II UNION SECURITY AND DUES

SECTION 2.1. FAIR SHARE

- A. All employees covered by this Agreement who are not members of the Union, commencing on the effective date of this modification to this Agreement, or sixty (60) days after their initial employment, and continuing during the term of this Agreement and so long as they remain non-members of the Union, shall pay to the Union each month their fair share of the costs of the services rendered by the Union that are chargeable to non-members under state and federal law.

- B. Such fair share payment by non-members shall be deducted by the Employer from the earnings of the non-member employees and remitted to the Union, provided, however, that the Union shall submit to the Employer an fair share notice which specifies the amount constituting said fair share not exceeding the dues uniformly required of members of the Union, and which describes the rationale and method by which the fair share was determined, including a list of the expenditures which were included and excluded in determining the fair share.

- C. Upon receipt of said Fair Share Notice the Employer shall cooperate with the Union to ascertain the names of all employee non-members of the Union from whose earnings the fair share payments shall be deducted, and their work locations.
- D. The Union shall prepare a notice containing the fair share fee information specified in section b) above, and advising that any non-member may object to the amount of the fee: 1) through the Union's internal appeal procedure, culminating in arbitration, by sending a letter to the Union president by certified or registered mail or by delivery to the Union office, at any time after the notice but within sixty (60) days after the first salary payment of the school year from which his/her fair share fee has been deducted, or 2) by filing an unfair labor practice charge against the Union with the Illinois Educational Labor Relations Board and serving a copy of the charge on the Union, as provided in the Rules of the Labor Board, or 3) by taking any other action available to him by law.
- E. The notice shall set forth the address and telephone number of the Union and the manner in which such employee may obtain a copy of the Union's internal appeal procedure and the address and telephone number of the Labor Board.
- F. The Union shall distribute the notice described in subsection d) by: 1) posting it and the Union Internal Review Procedure, and 2) providing Union representatives and stewards with copies of the notice for distribution to employees identified pursuant to subsection c), and 3) publish the appeal procedure.
- G. A copy of the Union Internal Appeal Procedure culminating in arbitration of any objector's claims shall be supplied to the Employer. The Union shall advise the Employer of any subsequent change therein.
- H. Upon the Union's receipt of notice of an objector's invocation of either procedure described above, the Union shall deposit in an escrow account, separate from all other Union funds, the amount of fee payments received on behalf of an objector or objectors that is fairly placed at issue by the objection(s) but not less than thirty-three percent (33%) of the fair share fee. The Union shall furnish objectors and the Employer with verification of the terms of the escrow arrangement and, upon request, the status of the fund as reported by the bank.
- I. The escrow fund will be established and maintained by a reputable independent bank or trust company and the agreement therefore shall provide that the escrow accounts be interest bearing at the highest possible rate: that the escrowed funds be outside of the Union's control until the final disposition as provided for herein; and that the escrow fund will terminate and the fund therein be distributed only by the terms of an ultimate award, determination, or judgment including any appeals or by the terms of a mutually agreeable settlement between the Union and an objector or group of objectors.
- J. If an ultimate decision in any proceeding hereunder directs that the amount of the fair share fee should be lower than the amount fixed by the Union, the Union shall promptly adopt said determination and notify the Employer to reduce deductions from the earnings of non-members to said prescribed amount.
- K. The Union shall indemnify and hold harmless the Employer, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, legal costs, attorney fees, arbitration costs and/or other forms of liability that shall arise out of or by reason of action taken by the Employer for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, or assignment furnished under any of such provisions.
- L. The rights of non-association of employees based upon bona fide religious tenets or teaching of a church or

religious body of which such employees are members are safeguarded. Such employees shall pay an amount equal to their proportionate share determined under a proportionate share agreement to a non-religious charitable organization mutually agreed upon by the employees affected and the exclusive representative to which such employees would otherwise pay such fee. If the affected employees and the exclusive representative are unable to reach an agreement on the matter, an organization shall be chosen from an approved list of charitable organizations established by the Illinois Educational Labor Relations Board.

SECTION 2.2. DUES CHECKOFF

With respect to any employee from whom the Employer receives written authorization, signed by the employee, in a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the employee the dues and initiation fee required as a condition of membership in the Union, or a representation fee. The Employer shall forward such amount to the Union within ten (10) calendar days after the close of the pay period for which the deductions are made together with a list of persons from whom they have been deducted and the amount deducted from each and a list of persons who had authorized deductions.

SECTION 2.3. SEIU COPE

The Employer, upon receipt of a payroll deduction authorization card signed by the bargaining unit member, shall deduct from the wages of such employee the amount specified on the card as a regular contribution to SEIU COPE. The Employer will regularly remit such sums deducted for that purpose to the Union. The employee at any time may revoke in writing his/her authorization of the SEIU COPE payroll deduction. The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit, or liability arising from any action taken by the Employer in complying with this Article.

The authorization will be effective and irrevocable for a period of one (1) year from the date on which the authorization is executed or upon the expiration date of the applicable Collective Bargaining Agreement between the Employer and the Union, whichever occurs first.

The authorization shall be automatically renewed and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable Collective Bargaining Agreement between the Employer and the Union, whichever shall occur first. Each employee shall have the right to revoke this election not more than sixty (60) days and not less than thirty (30) days prior to the final date of any irrevocable period in effect. Such revocation shall be effective upon receipt of written notice to the Employer and the Union within the sixty (60) day to thirty (30) day period

ARTICLE III ANTI-DISCRIMINATION

SECTION 3.1. ANTI-DISCRIMINATION

The Union and the Employer agree not to discriminate against employees covered by this Agreement on account of race, religion, creed, color, national origin, gender, and age, mental or physical handicap and sexual orientation.

SECTION 3.2. UNION ACTIVITY

No employee covered by this Agreement shall be intimidated, coerced, restrained, reprimanded, penalized or discriminated against in any manner because they have exercised their rights and privileges provided for in the terms of this Agreement which include, but are not limited to, the processing of grievances.

SECTION 3.3. GENDER

All references to the employees in this Agreement are intended to designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

ARTICLE IV UNION REPRESENTATIVES AND UNION BUSINESS

SECTION 4.1. UNION STEWARD/S AND NON-EMPLOYEE REPRESENTATIVE/S

Union steward/s is a bargaining unit employee who is designated pursuant to Union procedures. The steward's responsibilities shall be determined by the union for the purpose of assisting bargaining unit employees from their areas of jurisdiction in processing complaints or grievances in accordance with the terms and procedures of this Agreement. Steward/s who participates in the process of resolving complaints and grievances in the manner indicated herein shall not be subject to discrimination for such action.

The Non-employee Representative/s is an official representative from the Service Employees International Union Local 73. The Non-employee Representative shall represent bargaining unit employees in all grievances with the employer.

When designated by the bargaining unit employee involved in a complaint or grievance's procedure, the union steward or representative shall have reasonable access to all official files and/or records provided the affected member has given written authorization.

No steward shall leave his or her work location or interfere with the work of another employee without first having obtained the express approval of the immediate supervisor.

On or before September 1st of each year, the Union shall furnish to the Employer (through the Office of the Superintendent) the official list of stewards and their current work location. Any change in stewards shall be reported to the Office of the Superintendent, in writing, as soon as possible after the change has been effected.

The Employer recognizes and shall deal with the union steward and other official representative of the union in all matters relating to this Agreement.

SECTION 4.2. VISITATION

Union steward or non-employee representatives of the union shall be permitted access to school buildings for the purpose of representing employees covered by this Agreement, provided that they notify the main office within twenty-four (24) hours upon arrival at the building. Any such visit shall be made in a manner so as not to disrupt the normal operation of the school or the instructional program. Union steward and/or non-employee representatives of the union shall confine any meetings with bargaining unit employees to non-work time (i.e. lunch periods, breaks, etc.).

SECTION 4.3. DISSIMILATION OF INFORMATION

The Employer agrees that during non-working hours, including breaks on the employer's premises, union steward shall be allowed to:

- A. Post union notices on designated bulletin boards;
- B. Distribute Union literature using department mail, or by hand-outs;
- C. Transmit communications, authorized by the Local Union and its Officers during member's non-working hours, including breaks.

SECTION 4.4. BOARD MEETINGS

The union steward shall be given written notice of any meeting of the Board together with a copy of the agenda.

SECTION 4.5. UNION BUSINESS

A leave of absence not to exceed 120 days without pay, will be granted to an employee who is selected, delegated or appointed to participate in duly authorized business of the Union which requires absence from the job. Such leave may be extended by mutual agreement. Employees duly elected as delegates of the Union will be allowed time off, without pay, to attend State and National conferences and conventions of the Union not to exceed 10 work days for all employees. Sick pay, vacation and insurance benefits will be provided as set forth in this

contract, provided that it will not seriously affect the performance of the office. The Employer shall be given notice one month prior to the date of the proposed leave and one month prior to the date of the employee's return from said leave.

SECTION 4.6 New Employee Orientation.

The Union Chairperson or her/his designee shall be permitted to have a 30 minute meeting with each newly hired bargaining unit employee during the work day provided that the scheduling for such meeting is approved by the Chairperson's immediate supervisor and the new employee's immediate supervisor.

SECTION 4.7 Board Meetings – Notification.

The president of the Union or his/her designee shall be given written notice as well as electronic notification via e-mail of any meeting of the Board together with a copy of the agenda or statement of purpose of such meeting at least forty-eight (48) hours prior to the scheduled time of a regular meeting, and reasonable notice of a special meeting.

SECTION 4.8 Pertinent information – Union.

The Board shall provide the Union with a copy of the agenda and minutes of all Board meeting and shall, from time to time in response to reasonable written requests, furnish all non-confidential and/or non-legally restricted information which is already compiled which may be necessary for the Union to process any grievance or complaint or in preparing for negotiations.

SECTION 4.9 Names and Addresses – New Employees.

Names, title, rate of pay and assigned building of newly-hired Employees shall be provided to the Union within seven (7) days after Board approval.

ARTICLE V EMPLOYER RIGHTS AND OBLIGATIONS

The employer hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Illinois and of the United States, the County of Cook, the State of Illinois and regulations of the State Board of Education and any resolutions passed by the Board of Education except as expressly limited by this Agreement. The employer retains the sole right and authority to operate and direct the affairs of the District in all its various aspects except as expressly limited by this Agreement. Further, all rights which ordinarily vest in and are exercised by employers and by boards of education in the State of Illinois, except such as are reserved to and remain vested in the employer including, but not limiting, the right to determine the mission of the District and to set standards of service offered to the taxpayers of the District; to plan, direct and determine the operations of the District; to employ; direct, manage, promote, demote, discipline, assign and/or transfer or refrain from transferring employees to the extent permitted by this Agreement; to discharge for just cause or to relieve and/or suspend employees from duty for legitimate reasons; to make and enforce reasonable rules and regulations not inconsistent with this Agreement,

The employer may fully exercise its management rights to the extent such rights are not expressly modified by this Agreement, but shall not exercise its rights in a manner that is unreasonable, arbitrary or capricious. Failing to exercise a right shall not be deemed to prevent the employer from exercising that right in the future. Subject to the other provisions of this article, exercising a right in a particular manner shall not prevent the employer from exercising that right in a different manner in the future.

ARTICLE VI HOURS OF WORK AND OVERTIME SECTION 6.1. PURPOSE OF ARTICLE

The provisions of this Article are intended to provide the basis for calculating overtime pay.

SECTION 6.2. WORKWEEK

The normal work week shall consist of five (5) consecutive work days in a pre-established work schedule, totaling forty (40) hours exclusive of a daily one half (1/2) hour meal break. The work week shall begin at 12:01 a.m. on Monday morning and end at midnight on Sunday evening.

SECTION 6.3. WORK DAY

Employees shall work a five (5) day work week Monday through Friday; The normal work day for custodians shall consist of eight (8) hours including a one-half (1/2) hour duty free, unpaid meal break. An employee must punch out when leaving the building or premises for lunch and/or break. He/She must punch in upon return to the building premises. Pending Board approval for energy conservation/summer hours, employees are required to work ten (10) hours per day, Monday through Thursday. Time in excess of forty (40) hours per week shall be compensated at one and one half times the employee's regular straight time.

SECTION 6.4. WORK SHIFT

A work shift is defined as a regularly recurring period of work with a fixed staffing and ending time exclusive of overtime work.

SECTION 6.5. WORK SCHEDULE

Work schedules showing the shifts and hours to be worked by all employees shall be prepared and posted by the supervisor. Any changes in the schedule shall be discussed with the Union fourteen (14) days prior to implementing.

SECTION 6.6. CHANGE IN SHIFT SCHEDULE

~~In the event of a change in shift from a pre-established work schedule, employees must be off at least 8 hours before reporting to work under the new schedule except in emergencies.~~ Employees shall be notified in writing with a copy to the President of the Union of any changes in assignments, hours or duties at least fourteen (14) calendar days prior to the effective date of this change, except in the case of an emergency as determined by the Superintendent or his/her designees.

SECTION 6.7. OVERTIME PAYMENT

~~Employees who are normally scheduled to work a five (5) day work week shall be compensated at one and one half times their regular straight time hourly rate of pay for all authorized hours worked in excess of eight (8) hours per day or forty (40) hours per week.~~

A. For work performed Monday-Friday, employees shall only be entitled to overtime for hours worked in excess of forty (40) hours per week at one and one-half times their regular straight time hourly rate of ___ pay.

~~A.B.~~ All Saturday work shall be paid at one and one half times their regular straight time hourly rate of pay.

~~B.C.~~ All Sunday and Holiday work shall be paid at two (2) times the regular straight time hourly rate of pay. In order to qualify for Holiday pay, an employee must work the scheduled day before and the scheduled day after the Holiday. In cases of illness before or after a Holiday, the employer may request a doctor's statement for proof of illness.

~~C.D.~~ When the first payroll date after July 1st of each year occurs on or before July 5^h, the payroll date will be extended one week.

SECTION 6.8. SCHEDULING OF OVERTIME

- A. Overtime work shall be offered to employees on the basis of seniority. Overtime shall be scheduled by building seniority on a rotation basis.
- B. There shall be no pyramiding of overtime.

SECTION 6.9. EMERGENCY CALL BACK

An employee who is called back to work outside of his regularly scheduled shift shall be paid for the hours worked or a minimum of two (2) hours pay at one and one-half (1-1/2) times the employee straight time hourly rate of pay. Such time starts when the employee clocks in. If the call back overlaps with the employee's regular shift, the employee shall be compensated the appropriate call back time hourly rate of pay until his regular shift begins, and the regular shift hourly rate of pay shall continue until the employee's normal quitting time.

SECTION 6.10. WORKING OUT OF CLASSIFICATION

Regularly assigned custodians, maintenance and food service employees who substitute for a higher paid employee, in the same school or other location whether inside or outside shall receive after the 5th consecutive worked day, day 6, \$1.25 more per hour, excluding vacation days, subject to availability of substitutes and immediate supervisor's approval. Regular pay will resume when assignment ends. In the event the position is less than the employee's regular rate of pay, the employee shall be held harmless.

SECTION 6.11. SUMMER FOOD SERVICE PROGRAM

In the event the District has a food service program for the years ~~2012-2014~~2014-2018, it is agreed and understood that the implementation of the summer food service program shall be the right of the Board of Education and the Administration. In the event that the District implements such a program, it will be offered first to employees covered under this collective bargaining agreement before going outside the District.

~~Summer food service program salaries will be paid at the rate of 75% or *8.75 per hour, whichever is higher of the employee's hourly rate of pay.~~Employees shall be compensated at their regular, hourly rate of pay for work performed in the summer food service program.

SECTION 6.12. MILEAGE FOR TRAVEL WITHIN THE DISTRICT

In the event that employees are assigned to travel from one school to another using his/her personal car for school purposes, the employee shall receive compensation based on the allowable rate established by the Internal Revenue Service (IRS). The employee must complete and submit an expense sheet with the mileage log attached to the business office. The expense sheet must be approved by the principal and/or appropriate supervisor.

SECTION 6.13. INCLEMENT WEATHER

Custodians who report to work on days the District's Schools are officially closed for inclement weather will be paid straight time for the hours worked. Employees delayed during this inclement weather shall not be docked up to one (1) hour. Notwithstanding anything in this Agreement to the contrary, custodians shall be paid one and one-half times (1.5) their regular, hourly rate of pay for all snow removal work.

SECTION 6.14. ASSAULT ON EMPLOYEES-PROCEDURES

Upon submission of a written statement from an Employee to the Superintendent of his/her designee alleging assault, the Board shall render reasonable assistance to the Employee in handling the occurrence by law enforcement authorities.

SECTION 6.15. INSURANCE - LIABILITY

The Board shall provide indemnification and protection for claims, suits and liability against the employee, in accordance with the applicable provisions of the School Code.

ARTICLE VII

RIGHT OF REPRESENTATION

SECTION 7.1. RIGHT OF REPRESENTATION

Before conducting an investigatory interview which may reasonably be expected to result in disciplinary action against the employee being questioned, that employee may request that a Union representative be present. It is recognized that an employee may not insist that a particular representative be present.

- A. If the employee requests a Union representative, the Employer shall either suspend the investigatory interview until a Union representative can be present or advise the employee that it will not proceed with the interview unless the employee is willing to enter the interview unaccompanied by a representative (in which case the Employer may act on the basis of information obtained from other sources).
- B. It is not the intent of the parties to convert investigatory interviews into adversarial proceedings. The role of the representative is to assist the employee. The representative may also attempt to clarify the facts or suggest other individuals who may have knowledge of them. The Employer retains the right to insist on hearing the employee's own account of the matter under investigation uninterrupted by the Union representative.
- C. This Section does not apply to such run-of-the-mill conversations as, for example, the giving of instructions, training, and employee evaluations or needed corrections of work techniques. Nor does this Section apply to meetings at which discipline is simply administered.

SECTION 7.2. PHOTO DISSEMINATION

No photo of an employee under investigation shall be made available to the media prior to one of the following: (1) a conviction for a criminal offense or (2) prior to a court order or (3) prior to a decision being rendered by an arbitrator or final resolution of a grievance.

SECTION 7.3. JUST CAUSE STANDARD

No Employee shall be disciplined or dismissed without just cause. Disciplinary action shall be progressive wherever appropriate and afford an Employee substantive and procedural due process. Disciplinary actions older than twelve (12) months will be evaluated for relevance in connection with current offenses. This decision shall not be made in an arbitrary or capricious matter.

SECTION 7.4. DEFINITION AND RIGHTS OF PROBATIONARY EMPLOYEES/NON-COVERED EMPLOYEES

- ~~A. Full and part-time employees shall be considered probationary employees during the first eight (8) months of their employment.~~
 - ~~(1) The employer shall have the right to extend the probationary period up to an additional three (3) months with notification to the union.~~
 - ~~(2) Employees who are classified as probationary employees may be terminated with or without cause.~~
 - ~~(3) Probationary employees are covered under the terms and conditions of employment as herein set forth in this Agreement.~~
- ~~B. Substitute and/or seasonal employees are not considered full or part-time or probationary employees and shall have no rights under this Agreement. The Board agrees not to use substitute and/or seasonal employees in a manner that would be harmful to the bargaining unit.~~

A. CLASSIFICATION OF EMPLOYEES

1. EMPLOYEE: The term Employee or Bargaining Unit Member when used hereinafter in this Agreement shall refer to all employees represented by the Union.

2. FULL-TIME: A full-time Employee shall mean all employees working thirty-two and one-half (32 ½) hours per week or more, who have completed the probationary period and who are assigned to a permanent position.

3. PART-TIME: A part-time Employee shall mean all employees working less than thirty-two and one-half (32 ½) hours per week.

4. PROBATIONARY: All new full and part-time employees shall be considered probationary employees during the first six (6) months of their employment. When an employee completes the six (6) month probationary period, his/her seniority shall begin as of the date of his/her first day of work. Probationary employees are covered under the terms and conditions of employment as herein set forth in this Agreement. The Board shall have the unconditional right to discipline, lay off, or discharge any probationary employee during said six (6) month period with or without just cause during this period of time. In addition, the Board may extend the probationary period up to an additional three (3) months by giving written notice to the employee with a copy to the president of the Union. Any employee who has had his/her probationary period extended will be given an improvement plan outlining the area(s) of weakness(es) and recommendations for improvement.

5. SUBSTITUTE: A substitute Employee shall mean all employees who are employed to fill a full or part-time position on a per diem basis while the regular Bargaining Unit Member is absent or on an approved leave of absence.

6. SEASONAL: A seasonal Employee shall mean all employees who are hired for specific seasonal work, i.e., during the summer, Christmas or spring recesses of school.

7. EFFECT OF EMPLOYING SUBSTITUTE AND/OR SEASONAL EMPLOYEES: Substitute and/or seasonal employees shall not be considered full or part-time or probationary employees and shall have no rights under this Agreement. The Board agrees not to use substitute and/or seasonal employees in a manner that would be harmful to the bargaining unit.

B. DAYS

The term "days" when used in this Agreement, except where otherwise indicated, shall mean working days.

SECTION 7.5. ACCESS TO PERSONNEL RECORDS

~~An employee shall be permitted to inspect nonexempt portions of his or her personnel record in accordance with applicable Illinois law'. When the personnel record is reviewed in the Central Office, a representative of the Superintendent's office will be present. The employee shall not be permitted to remove any materials from the file; however, the employee shall be allowed, for a reasonable cost of printing charge, to obtain a copy of any nonexempt document in his or her file.~~

A. There shall be only one (1) official personnel file for each Employee. Prior to any material of an evaluative or disciplinary nature being placed in the file, the Employee shall be given a copy to retain. Material evaluative or disciplinary in nature must be reduced to writing within thirty (30) calendar days following the event or occurrence to be added to the file.

B. Each Employee shall have the right, within five (5) working days of receiving written notification, to review the contents of his/her file and to make a copy of any material contained therein. In accordance with the Personnel Record Review Act (820 ILCS 40/0.01, et seq.) if an employee disagrees with any information

contained in the personnel record, the employee may submit a written statement explaining the employee's position. The Employer shall attach the employee's statement to the disputed portion of the personnel record.

C. Should any documents, such as an Employee's certificates or transcripts, be misplaced while in the District's possession, the District shall pay the cost of the replacement documents.

D. No material used for evaluation or discipline purpose shall be placed in an Employee's file without that person's knowledge.

SECTION 7.6 EVALUATION Employees will be evaluated by the appropriate Director and the Building Principal on an annual basis after June 30th of each school year.

ARTICLE VIII GRIEVANCE PROCEDURE

SECTION 8.1. GOAL

A sincere effort shall be made to resolve any disagreement by a personal and respectful exchange between an employee and the employer before differences become grievances.

SECTION 8.2. DEFINITION OF GRIEVANCE

A grievance shall mean a specific complaint reduced to writing:

1. That there has been an alleged violation, misinterpretation, or misapplication of any provision of this Agreement or policy of this school district only as such policies relateto wages, hours, terms and conditions of employment.
2. That an employee has been treated unfairly or inequitably by reason of any act or condition which is contrary to this Agreement.
3. A grievance may be withdrawn by written notification to concerned parties at any level.
4. Any employee covered by this Agreement shall have the right to present grievances in accordance with these procedures. The aggrieved employee may present the grievance to the Union and the Union will determine if a formal grievance will be initiated. The Union may pursue these provisions on behalf of the aggrieved employee.
5. However, any individual employee or group of employees may at any time present grievances to their employer and have them adjusted without the intervention of the bargaining representative, as long as the adjustment is not inconsistent with the terms of the collective bargaining agreement, provided that the bargaining representative has been given an opportunity to be present at such adjustment.
6. Whenever in parts of this Article the work "employee" appears, it shall be construed to mean "Union" or its designee sitting on behalf of the "employee", except as provided in Section 4 above. Whenever the word "Superintendent", "Board", or "Principal" appears, it shall mean the person or designee.

SECTION 8.3. FIRST STAGE

The aggrieved employee shall file the grievance in writing and, at a mutually agreeable time, within fifteen (15) working days, shall discuss the matter with the principal in the presence of the Union's representative, with the objective of resolving the matter. The filing of the grievance at the first stage must be within fifteen (15) working days of the aggrieved becoming aware of the grievance. The principal who has the authority to make a decision on the grievance shall make such decision and communicate it in writing to the employee. Superintendent and the Union's representative within ten (10) working days after conclusion of the meeting. In the event a time limit

expires without the issuance of a written reply by the principal or in the event the principal elects not to hear the grievance to the next level. In the event the grievant so desires and in the event the grievance is of a nature that affects more than one (1) school, the grievance may be moved immediately to the second stage by mutual consent of the Superintendent and the Union steward.

SECTION 8.4. SECOND STAGE

In the event a grievance has not been resolved as a result of observance of the First Stage, the aggrieved employee may file, within ten (10) working days of the principal's written decision or reply, two (2) copies of the grievance. One (1) copy shall be filed with the Union Steward and one (1) copy shall be filed with the Superintendent. Within ten (10) working days after such written grievance is filed, the aggrieved, the Union Steward, the principal involved at the First Stage, and the superintendent shall meet to resolve the grievance. The Superintendent shall file a reply within ten (10) working days of the termination of the meeting or, in the event a meeting is not held, within ten (10) working days of the receipt of the grievance, and communicate it in writing to the employee, principal, Union Steward and Board president.

If the grievance is not resolved by the Superintendent, the aggrieved party or representative must file within ten (10) working days of the receipt of the Superintendent's response on appeal to the President of the Board of Education.

The Board of Education shall hold a meeting of the parties, and respond within fifteen (15) working days of the receipt of the grievance.

SECTION 8.5. THIRD STAGE

If the grievance is not resolved by the procedure outlined in the Second Stage, within twenty (20) working days of the receipt of the Superintendent's written reply; there shall be available a third step of binding arbitration. The Union may submit the grievance to arbitration under the Voluntary labor Arbitration rules of the American Arbitration Association (AAA), which shall act as administrator of the proceedings. If a demand for arbitration is not filed within twenty (20) working days from the conclusion of the Second Stage, then the grievance shall be deemed withdrawn.

1. Jurisdiction of the arbitrator shall be limited to determining questions involving the interpretation, application or alleged violations of the terms of this Agreement and/or policies of this school district only as such policies relate to wages, hours, terms and conditions of employment.
2. The arbitrator is empowered to include reasonable recommendation including money awards or other remedies: however, nothing contained herein shall grant to the arbitrator the authority to grant punitive damages.
3. Each party shall bear full costs for its representation in the arbitration. The cost of the arbitrator and the AAA shall be divided equally between the parties.
4. If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the parties.
5. The arbitrator's binding findings and recommendation shall be made available to the Board for implementation within thirty (30) days of the arbitrator's award. There shall be no appeal from the arbitrator's award except where expressly provided by law. The arbitration proceedings shall take place at a mutually selected place.
6. All documents, communications or records dealing with the grievance shall be filed separately from the personnel files of the participants. No reprisals shall be taken by anyone because of the employee's participation in a grievance.
7. Bargaining unit members shall pursue employment disputes covered by this Agreement through the grievance procedure provided in Article IX of the Agreement and shall not pursue external remedies through agencies or courts as an initial remedy.

8. Should an arbitration hearing require that an employee and/or an Union representative be released from his or her regularly scheduled duties, the employee and/or Union representative shall be released without loss of pay; leave time, or benefits. If the arbitrator rules against the Union or the employee, the Union and/or the employee shall reimburse the Board for the cost of the substitutes.

ARTICLE IX EMPLOYEES WORK

All work currently and historically performed by bargaining unit employees will continue to be performed by bargaining unit employees under the current collective bargaining agreement.

ARTICLE X NO STRIKES/NO LOCKOUTS

The Union agrees that it will not during the period of this Agreement directly or indirectly engage in a strike or withhold services. The Employer agrees that it will not engage in a lockout.

ARTICLE XI SENIORITY

SECTION 11.1. DEFINITIONS

Seniority is defined for the full time employees as the length of continuous service after the initial date of full time employment.

Seniority is defined for the part-time employees as the length of continuous service after the initial date of part-time employment.

No later than two (2) months after the effective date of this Agreement, and yearly thereafter, the Employer shall prepare and post on all employee bulletin boards seniority rosters for the bargaining unit. Two copies shall be furnished to the Union. The roster will list each employee in the order of seniority and reflect each employee's date of seniority. The Employer will provide the Union with information that is necessary to keep the seniority list updated yearly.

SECTION 11.2. VACANCIES

The Employer will post all newly created jobs within the bargaining unit at least seven (7) working days prior to filling the positions.

- A. The Employer will post all job vacancies within the bargaining unit at least seven (7) working days after the Employer receives notice of the vacancy.
- ~~B.~~ Employees, including employees on layoff, shall have five (5) working days in which to make application
for any vacancy or new job so posted.
- ~~C.~~ Applicants for the position so posted shall be notified within seven (7) days after the position has been filled as to whether they were or were not the successful candidate. These days shall be defined as working days.
This notification shall be in writing.
- D. The Superintendent or her/his designee shall after the seven day posting period determine the successful candidate for the position. Among those employees determined by the Superintendent to be qualified to perform the work, seniority will be one factor to be considered. Consideration of other qualification such as academic, prior job evaluations, on job training, or other prior job experience, however, will also be factors.
The Board of Education, in accordance with the equal Employment Opportunity Commission, Title 29 of

the CFR, Section 16.14.101, shall maintain equal opportunity by considering qualified district employees as well as qualified outside candidates for position. The Board of Education reserves the right to employ the best qualified candidates for positions.

All notices of new job and vacancy positions shall state the position and minimum requirement. Applicants who fail to state and provide evidence of such minimum requirements with their application shall not be considered for the posted position.

- E. All job postings required herein shall be made in each of the schools. A copy of each job posting herein discussed shall be mailed and fax to the Union Representative and Steward of Local 73 at the same time the new job or vacancy is posted.

SECTION 11.3. ~~CONSOLIDATION OR ELIMINATION OF JOBS~~ LAYOFF (REDUCTION IN FORCE)

~~Employees displaced by the elimination of jobs through job consolidation (combining the duties of two or more jobs), the installation of new equipment or machinery the curtailment or replacement of existing facilities, or the development of new facilities or through another employee's seniority right may apply to transfer to any other vacancy for which they are qualified.~~

A. Reduction-in-force is defined as a reduction in the hours of an Employee or honorable discharge of an Employee due to a decision by the Board to decrease the number of Bargaining Unit Members employed or the discontinuance of a particular type of service performed by Employees in the Bargaining Unit.

B. If a member of the Bargaining Unit is to be reduced or dismissed as defined in 11.3 (A) above, written notice shall be given to the Employee by certified mail, return receipt requested, at least thirty (30) days before the end of the school term, together with a statement of honorable dismissal and the reasons therefore.

C. The Employee with the shorter length of continuing service with the District, within the respective category of position, shall be reduced or dismissed first.

For the purposes of this section, each Bargaining Unit Member shall be placed in one (1) of the following categories based on his/her current assignment.

1. Currier/Custodian

2. Cook

3. Satellite Hostess

4. Cook Assistant

5. Driver/Porter

6. Food Service Host/Hostess

7. Dishwasher

8. Grounds Keeper

9. Maintenance I, II and III

ARTICLE XII HOLIDAYS

SECTION 12.1. RECOGNIZED HOLIDAYS

The Union and the Employer agree that all employees be granted holidays as reflected in the Board of Education approved school calendar as days off per year:

July 4th

Labor Day
 Columbus Day
 Veterans Day
 Christmas Eve
 Christmas Day
 New Year's Eve
 New Year's Day
 Dr. Martin Luther King Day
 February 12th (where it falls on a weekday) - or- President's Day (whichever is approved by the Board of Education)
 Memorial Day Casimir Pulaski Day
 Thanksgiving Friday after
 Thanksgiving
 Spring Break Day

SECTION 12.2. HOLIDAYS IN VACATIONS

If a holiday falls within an employee's scheduled vacation, such employee, if otherwise eligible, shall be granted an additional day of vacation.

ARTICLE XIII VACATIONS

SECTION 13.1 NOTICE/LIMITATIONS

Twelve (12) month full-time Employees are eligible for a vacation with pay. Their vacation request should be sent directly to the Buildings and Grounds Director or designee. If they submit a request for vacation prior to April 30th a forty-eight (48) hours notice is required but after May 1st a seventy-two (72) hour notice is required for a one-day vacation, and an one (1) week notice for all vacations two days or more to the Buildings and Grounds Director or designee. ~~With the exception of black-out periods (the month of August, the week of spring break, and the two weeks winter break), vacation~~ Vacation requests shall be honored as submitted. Unless, in the opinion of the Buildings and Grounds Director or designee too many employees desire the same vacation period, in which case seniority shall determine which employee receives the requested vacation period. Vacation time may be split by days.

SECTION 13.2 ACCUMULATED VACATION DAYS

Vacation allotment shall not accumulate from year to year. All vacation allotments must be taken during the fiscal year after the year carried. If an employee is unable to take all of the employee's allotted vacation **before July 1 due to a scheduled vacation leave that is denied**, then the employee shall be paid for any remaining vacation days by separate check on June 30.

Employees have the option of selling up to ten (10) allotted vacation days back to the District during the fiscal year acquired by June 15.

Vacation days may be used for sick leave when the need arises.

SECTION 13.3 COMPUTATION OF VACATION TIME

Twelve (12) month full-time employee shall be granted the following paid vacation days:

1- 5 years	10 days
6 - 14 years	15 days
15 - 24 years	20 days
25 - 30 years	25 days

If a twelve (12) month full-time employee works less than one year, vacation days shall be prorated based on the employment date.

A. WHEN GRANTED

Vacation days shall be granted on the anniversary date of an employee's hiring. Such days shall be available for use before the next anniversary date, subject to the conditions of this section of the Agreement.

B. USE UPON NOTICE OF TERMINATION

Employees who wish to leave employment with the District shall give **fourteen (14) days** notice. Those employees who have unused vacation time shall have the opportunity to use up to five (5) days, following notice. Any earned but unused vacation days will be paid in a separate check when the employee's final paycheck is issued.

ARTICLE XIV WELFARE BENEFITS

SECTION 14.1. SICK LEAVE

A. Sick Leave for Educational Support Personnel shall be:

1. Part-time employees shall receive 10 days per year.
2. Full-time employees shall receive 12 days per year when they have worked for the District between one (1) and five (5) years.
3. When a full-time employee has worked for the District more than five years she/he shall receive 14 days of sick leave.
4. The accumulation of sick leave is unlimited.

B. Sick leave is allowed for the following reasons:

1. Personal illness
2. Serious illness of children, spouse, daughter-in-law, son-in-law.
3. Serious illness of parents, brother or sister, grandparents, grandchildren or mother-in-law, father-in-law, brother-in-law, sister-in-law or legal guardian.
4. Sick days are not allowed for personal emergencies. If no personal/vacation days are available he/she shall be allowed to take a non-paid day.

C. If the absence for personal illness **exceeds ~~five (5)~~ three (3) consecutive days**, the employee shall be required to furnish a physician's statement attesting thereto. A doctor's statement shall be presented for any absence the day previous to, or the day following a holiday. Absences in excess of these provided for in the negotiated contract shall be considered in violation of this contract except in extenuating medical circumstances. Such absences may be cause for loss of pay for the day(s) absent. Repeated violations shall be cause for progressive discipline and/or termination in accord with applicable provisions of the contract.

D. A statement of accumulative sick days will be given to each employee by October 1. All usage of sick leave will be deducted on a daily basis.

SECTION 14.2. UNUSED SICK LEAVE

Deceased employees shall be compensated in cash for any accumulated sick leave if and only if death is what causes the employee's separation from employment. In the event of death, payment is to be made to the estate of the employee. The amount of payment for all unused sick leave shall be at the conversion rate of one day's pay for every two days of accumulated sick leave.

SECTION 14.3. SICK LEAVE ACCUMULATION

No sick leave shall accumulate while an employee is off work because of leave of absence

SECTION 14.4. EXTENDED MEDICAL LEAVE

Whenever an employee is off for an extended period of time due to personal health problems, he/she may apply for a medical leave without pay. Such leave, if approved by the Board, will permit the employee to continue any life and medical insurance coverage that he/she has with the District group carrier, with the Board continuing to pay their share and the member continuing their share.

SECTION 14.5. JURY DUTY

An employee who has been called for jury duty will not suffer any loss of pay. The employee will receive his/her regular salary, provided he/she turns over to the District a copy of the check received from the Court.

SECTION 14.6. ABSENCE DUE TO WORK-RELATED INJURY

Work-related injuries and any such related leaves shall be granted in accordance with relevant statutes and Illinois Industrial Commission rules and regulations. The Board shall pay the difference between the workers' compensation received and the employee's regular salary so long as the employee has accumulated benefits days. One-third of a day shall be deducted from the employee's accumulated benefit leave total for each day the employee is on work-related injury or illness leave.

SECTION 14.7. PERSONAL DAYS

All full time employees shall be permitted two (2) days off with pay each fiscal year. Employees may be permitted those days off with pay as personal leave, for such occurrences as observance of a religious holiday or for such other reasons. Such personal days shall not be used in increments of less than one half (1/2) day at a time. Personal days may not be used as additional vacation leave. If the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine personal days, sick leave and vacation leave.

Personal days may be used consecutively. Personal days off shall be scheduled in advance to be consistent with operating necessities and the convenience of the employee, subject to Department Head approval.

Except in cases of emergency (which will be upon approval of the Superintendent), leave will not be taken the day before or the day after a legal holiday, nor during the first fifteen (15) nor the last fifteen (15) calendar days of the school year except for religious holidays.

SECTION 14.8. FUNERAL LEAVE

1. The Board shall allow an employee full pay for up to three (3) days for the death of an immediate family member. Definition of immediate family: parents, stepparents, spouse, brothers, sisters, children, foster children, grandparents, grandchildren, parents-in-law; brothers-in-law, sisters-in-law, stepchildren and legal guardians. Funeral leave days will not be subtracted from sick days or personal business days in the loss of immediate family members.

If it is an out-of-state funeral, up to five (5) days will be allowed with two (2) of the days deducted from the member's benefit days.

Upon return, documentation of the death, i.e. obituary, etc, must be attached to the confirmation of absence.

2. Bereavement leave is absence with pay for death in the non-immediate family. Such leave shall be granted to a maximum of three (3) days per death, and shall be deducted from accumulated sick leave. Non-immediate family shall include any one not listed in Section 14.8-1.

SECTION 14.9. FAMILY MEDICAL LEAVE

The Employer agrees to comply with the Family Medical Leave Act (FMLA).

SECTION 14.10. MILITARY LEAVE

The Employer agrees to comply with the Uniformed Services Employment and Reemployment Right Act (USERR Act).

ARTICLE XV SAFETY

SECTION 15.1. SAFE WORKING ENVIRONMENT

The Employer shall furnish to each employee employment free from recognized hazards that are causing or are likely to cause death or serious physical harm. Suggestions from employees regarding safety are encouraged and should be made to the immediate supervisor for appropriate consideration.

The Employer shall provide the procedure and the forms necessary for the reporting of work related accidents and injuries.

It is agreed and understood that for safety and security reasons, the principal will designate a least one (1) working telephone for use by employees covered by this Agreement who may be required to work after normal and regular school hours.

SECTION 15.2. SAFETY COMMITTEE

Should a District Safety Committee or individual school Safety Committee be authorized by the Board of Education, one employee for each committee may be designated by the Union. The employee designated must be assigned to the school where the committee is based. Any designated employee may serve on a district-wide committee. The Union shall have the right to name Three (3) representatives to attend, two (2) evening custodians per meeting with no loss of wages to attend this District Safety Committee meeting. The purpose of the Committee is to review any concerns on security in and around the District, with the recommendations submitted to the Superintendent.

ARTICLE XVI INSURANCE

SECTION 16.1. INSURANCE

~~Each full-time employee who regularly works six and one-half (6 1/2) hours per day or more, the Board shall provide four hundred dollars (\$400.00) per month to purchase:~~

- ~~A. Individual Hospital, Surgical and Major Medical Insurance~~
- ~~B. \$20,000 Term Life Insurance~~
- ~~C. Individual Dental Insurance~~

~~All amounts over and above the four hundred dollars (\$400) per month in 2011-2014, necessary to fund items A, B, and C shall be paid by the employee through payroll deductions.~~

~~Each bargaining unit employee who works a minimum of four (4) to six (6) hours shall receive \$ 10,000 Term Life Insurance at cost to the member.~~

- A. Each full-time Employee who is regularly scheduled to work six and one-half (6 ½) hours per day or

more, the Board shall provide five hundred eleven dollars (\$511) per month to purchase:

1. Hospital, Surgical and Major Medical Insurance
2. \$30,000 Term Life
3. Dental Insurance

All amounts over and above the five hundred eleven dollars (\$511) necessary to fund items 1, 2, and 3 shall be paid by the Employee through payroll deductions.

Year two of this agreement (2015-2016) the Board shall provide five hundred twenty five dollars (\$525) per month to purchase:

1. Hospital, Surgical and Major Medical Insurance
2. \$30,000 Term Life
3. Dental Insurance

All amounts over and above the five hundred twenty five dollars (\$525) necessary to fund items 1, 2, and 3 shall be paid by the Employee through payroll deductions.

Year three of this agreement (2016-2017) the Board shall provide five hundred thirty five dollars (\$535) per month to purchase:

1. Hospital, Surgical and Major Medical Insurance
2. \$30,000 Term Life
3. Dental Insurance

Insurance Committee - The Union shall have the right to name two (2) Local 73 Union members to serve on the District's Insurance Committee. The purpose of the Insurance Committee is to review any concerns or proposed changes in the insurance programs in the District.

SECTION 16.2. ~~RETIREMENT—COVERAGE~~ POST-RETIREMENT BOARD CONTRIBUTION TOWARDS MEDICAL INSURANCE

~~Upon retirement, employees shall be eligible for hospitalization coverage by electing to pay the employer's rate of premium for said coverage at the time of the employee's retirement until the employee is eligible for Medicare participation. The "maximum rate of premium" shall be computed by Health Claims Administration, Inc., or its successor administrator of the District's self insured hospitalization plan, and the maximum premium rate shall be communicated to the retired employee at least 30 days after the beginning of each new fiscal year. At the end of the fiscal year, the District shall give the employee an accounting as to the expenses of the insurance fund for the entire fiscal year. The District shall then refund any unused portion of the employee's premium to the employee. Retirement coverage shall extend to the employee and spouse.~~

Following a bargaining unit member's retirement under this section, the Board shall contribute \$4,220.00 per year for up to ten (10) years or until the member attains 65 years of age, whichever shall occur first, towards the cost of the member's major medical health insurance.

SECTION 16.3. INSURANCE: PARTICIPATION

A full-time employee who retired under the Illinois Municipal Retirement Fund (IMRF) from the District or is age sixty (60) or older may elect to, at the employee's own expenses, continue to participate in the District's group health plan so long as the insurance company; writing such coverage, continues to approve such participation.

SECTION 16.4 REITIREMENT COMPENSATION IN FINAL YEAR(S) ~~Harvey School District 152 will offer retirement compensation in the last two (2) years of employment for any full-time employee age 55 years or older who (1) has completed the years of service in the District designated below and who (2) notifies the~~

~~Superintendent or designee in writing two years in advance of the date he/she intends to retire, shall have his/her compensation increased by the percentage amounts shown and added to his/her compensation from the date of notice to the final date of employment. This additional compensation will be paid for a maximum of 24.~~

~~All percentage increases designated in this section of the Agreement shall be calculated on the employee's hourly rate from what was reported to the Illinois Municipal Retirement Fund in the month preceding the beginning of the first month of the employee's final 24 months: If employee only gives one (1) year written notice, then the maximum will be only 12 months paid according to the schedule shown below.~~

~~If two years notice is given 10% divided @ 5% for each (2) final years' of employment.~~

~~If one year notice is given 6% final year of employment.~~

A. To qualify for retirement benefit/bonus, the retiring employee must meet the qualification of one of the following options:

Option A Employees with 20-24 consecutive years of service in District 152 and at least fifty-five (55) years of age shall receive an additional \$7,000 to be paid to the employee seventy-five (75) days after his/her retirement date. Notification of retirement must be submitted at the beginning of the employee's last working year.

Option B Employees with 25 and up consecutive years of service in District 152 and at least fifty-five (55) years of age shall receive an additional \$8,000 to be paid to the employee seventy-five (75) days after his/her retirement date. Notification of retirement must be submitted at the beginning of the employee's last working year.

ARTICLE XVII GUARANTEES

The Superintendent and his/her designee shall meet for labor management meetings on a quarterly basis. The purpose of these meetings is to discuss issues other than grievances or any specific terms and conditions of employment of the Agreement. The Union and the Employer shall be limited to five (5) representatives each at all meetings, unless mutually agreed to add more. The request shall be made to the Superintendent, and he/she shall designate a representative for any such labor management meeting. The Union shall submit to the Superintendent, no later than five (5) working days prior to the meeting, the proposed agenda for the meeting. Employees who attend the labor management meeting shall not receive any additional compensation for his/her time spent for such meetings. Employees who are scheduled to work are responsible for completing their assignment.

ARTICLE XVIII WAGES

Employees covered by this Agreement will be paid on the basis of the salary schedule in **Appendix A** ~~and B~~ which is attached hereto:

	<u>Full-time Members</u>	<u>Part-time Members</u>
<u>2014-2015</u>	<u>2.5%</u> <u>2.0%</u>	<u>Increase (retroactive from July 1, 2011)</u>
<u>2.5%</u> <u>2.0%</u>	<u>Increase</u>	
<u>2012-2013</u>	<u>2015-2016</u>	<u>2.5%</u> <u>2.0%</u>
<u>Increase</u>		

2.5%
2.0%

Increase

2013-2014 — 2016-2017

2.5% 2.0% — I Increase

— 2.5% 2.0% Increase

2017-2018 2.0% Increase

2.0% Increase

**ARTICLE XIV
SAVING CLAUSE**

In the event any part of this Agreement is adjudged to be unlawful or unenforceable by a court of law or administrative agency having jurisdiction of the subject matter and of the parties, then the remainder of this Agreement shall continue in full force and effect and the parties, upon the request of either party, shall meet to negotiate possible changes in the terms and conditions affected by such change.

**ARTICLE XV
DURATION OF AGREEMENT**

~~This agreement shall be in effect for three (3) years, starting on July 1, 2011, to June 30, 2014.~~
Seeking a four year agreement from July 1, 2014-June 30, 2018


BOARD OF EDUCATION OF SCHOOL
DISTRICT NO. 152

SEIU LOCAL 73

By: _____ By: _____
Its President Its Duly Authorized Representative

Attest: _____ Attest: _____
Its Secretary Its Duly Authorized
By: Representative

Dated: _____ Dated: _____



President

SEIU LOCAL 73



Attest

Union Representative

Union Committee

APPENDIX A

SALARY SCHEDULE

<u>Category</u>	<u>Step</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>
<u>Cook</u>	<u>1</u>	<u>20.55</u>	<u>20.76</u>	<u>20.97</u>	<u>21.18</u>
	<u>2</u>	<u>20.76</u>	<u>20.96</u>	<u>21.17</u>	<u>21.39</u>
	<u>3</u>	<u>20.97</u>	<u>21.17</u>	<u>21.38</u>	<u>21.60</u>
	<u>4</u>	<u>21.18</u>	<u>21.39</u>	<u>21.60</u>	<u>21.81</u>
	<u>5</u>	<u>21.39</u>	<u>21.60</u>	<u>21.81</u>	<u>22.03</u>
<u>Cook Assistant</u>	<u>1</u>	<u>18.55</u>	<u>18.74</u>	<u>18.92</u>	<u>19.11</u>
	<u>2</u>	<u>18.74</u>	<u>18.92</u>	<u>19.11</u>	<u>19.30</u>
	<u>3</u>	<u>18.92</u>	<u>19.11</u>	<u>19.30</u>	<u>19.49</u>
	<u>4</u>	<u>19.11</u>	<u>19.30</u>	<u>19.49</u>	<u>19.69</u>
	<u>5</u>	<u>19.30</u>	<u>19.49</u>	<u>19.69</u>	<u>19.88</u>
<u>Driver/Porter</u>	<u>1</u>	<u>13.67</u>	<u>13.80</u>	<u>13.94</u>	<u>14.08</u>
	<u>2</u>	<u>13.80</u>	<u>13.94</u>	<u>14.08</u>	<u>14.22</u>
	<u>3</u>	<u>13.94</u>	<u>14.08</u>	<u>14.22</u>	<u>14.36</u>
	<u>4</u>	<u>14.08</u>	<u>14.22</u>	<u>14.36</u>	<u>14.50</u>
	<u>5</u>	<u>14.22</u>	<u>14.36</u>	<u>14.51</u>	<u>14.65</u>
<u>Satellite Host/Hostess</u>	<u>1</u>	<u>13.80</u>	<u>13.94</u>	<u>14.08</u>	<u>14.22</u>
	<u>2</u>	<u>13.94</u>	<u>14.08</u>	<u>14.22</u>	<u>14.36</u>
	<u>3</u>	<u>14.08</u>	<u>14.22</u>	<u>14.36</u>	<u>14.50</u>
	<u>4</u>	<u>14.22</u>	<u>14.36</u>	<u>14.50</u>	<u>14.65</u>
	<u>5</u>	<u>14.36</u>	<u>14.50</u>	<u>14.65</u>	<u>14.79</u>
<u>Part-Time Host/Hostess</u>	<u>1</u>	<u>11.29</u>	<u>11.40</u>	<u>11.52</u>	<u>11.63</u>
	<u>2</u>	<u>11.40</u>	<u>11.52</u>	<u>11.63</u>	<u>11.75</u>
	<u>3</u>	<u>11.52</u>	<u>11.63</u>	<u>11.75</u>	<u>11.87</u>
	<u>4</u>	<u>11.63</u>	<u>11.75</u>	<u>11.87</u>	<u>11.98</u>
	<u>5</u>	<u>11.75</u>	<u>11.87</u>	<u>11.98</u>	<u>12.10</u>

Dishwasher

<u>1</u>	<u>13.80</u>	<u>13.94</u>	<u>14.08</u>	<u>14.22</u>
<u>2</u>	<u>13.94</u>	<u>14.08</u>	<u>14.22</u>	<u>14.36</u>
<u>3</u>	<u>14.08</u>	<u>14.22</u>	<u>14.36</u>	<u>14.50</u>
<u>4</u>	<u>14.22</u>	<u>14.36</u>	<u>14.50</u>	<u>14.65</u>
<u>5</u>	<u>14.36</u>	<u>14.50</u>	<u>14.65</u>	<u>14.79</u>

Part-Time Dishwasher

<u>1</u>	<u>11.29</u>	<u>11.40</u>	<u>11.52</u>	<u>11.63</u>
<u>2</u>	<u>11.40</u>	<u>11.52</u>	<u>11.63</u>	<u>11.75</u>
<u>3</u>	<u>11.52</u>	<u>11.63</u>	<u>11.75</u>	<u>11.87</u>
<u>4</u>	<u>11.63</u>	<u>11.75</u>	<u>11.87</u>	<u>11.98</u>
<u>5</u>	<u>11.75</u>	<u>11.87</u>	<u>11.98</u>	<u>12.10</u>