

AGREEMENT

between

**BOARD OF EDUCATION
PROVISO TOWNSHIP HIGH SCHOOLS DISTRICT 209
Cook County, Illinois
and**

**PROVISO CUSTODIAL AND MAINTENANCE UNION
SEIU LOCAL 73, CTW, CLC**

2017- 2021

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PREAMBLE

WHEREAS, the Board and Union have endorsed voluntarily the practices and procedures of collective bargaining as a fair and orderly way of conducting the Board's relations with its custodial employees insofar as such practices are appropriate to the obligations of the Board, as an agency of the State of Illinois functioning subject to the laws of the State, to retain the right to operate Proviso Township High Schools (hereinafter referred to as the "High Schools") in a responsible and efficient manner and are consonant with the paramount interests of the High Schools;

WHEREAS, the parties recognize that this Agreement is not intended to limit or modify any of the discretionary authority vested in the Board and High Schools by the statutes of the State of Illinois;

WHEREAS, it is the intention of the parties to this Agreement to provide, where not otherwise mandated by statute or case law, for the salary structure, fringe benefits, and other employment conditions of the employees covered by this Agreement, to promote the maximum productivity of such employees, to prevent interruptions of work and interference with the efficient operation of the High Schools and to provide an orderly and prompt method for handling and processing grievances;

NOW, THEREFORE, the parties agree with each other as follows;

ARTICLE 1—RECOGNITION AND UNION SECURITY

Section 1.1 Scope of Bargaining Unit. The Board recognizes the Union, as the exclusive collective bargaining representatives, for its "custodial employees." The term "custodial employee" shall mean the classifications referred to in the wage schedule attached hereto as Appendix A.

Section 1.2 Recognition. Recognition of the Union as the sole and exclusive bargaining agent is not intended as a guarantee to any employee covered by this Agreement of continued employment.

Section 1.3 Dues Check-off. Upon confirmation by the Union that an employee covered by this Agreement has authorized checkoff of dues or fees, the Employer shall deduct such dues and fees from wages owed to that employee, unless the authorization is revoked by the employee in accordance with the terms set forth on the employee's checkoff authorization, as contained in this section or otherwise applicable by law. Employees may express such authorization by submitting to the Union a written membership application form, through electronically recorded telephone calls, by submitting to the Union an online deduction form authorization, or by any other means of indicating agreement allowable under State and federal law. The parties acknowledge and agree that the term "written authorization" and any similar terms used in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures consistent with State and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages or payments for remittance to the Union, and authorization for voluntary deductions from wages

or payments for remittance to SEIU COPE Funds, subject to the requirements of State and federal law. The Employer shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as "written authorizations" for purposes of this Agreement. The employee may at any time revoke his/her authorization of the SEIU COPE payroll deduction and said revocation shall become effective for the next regularly scheduled payroll.

Any employee who wishes to revoke dues checkoff must do so by giving written notice to both the Employer and the Union during the period not less than thirty (30) and not more than forty-five (45) days before the annual anniversary date of the employee's authorization or the date of termination of the applicable collective bargaining agreement between the Employer and the Union, whichever occurs sooner. Where an employee properly revokes dues or fees authorization pursuant to this section, the employee shall still, as a condition of employment, be required to pay fair share or agency fees to the Union, to the extent permitted by law and this Agreement. The employer shall remit once monthly the sum total of dues to the Secretary-Treasurer, Service Employees International Union Local No. 73, CTW, CLC. The Union shall notify the Business Office of the School District as to the amounts of dues; the Union shall refund the Board or to the employee any dues which may be deducted erroneously or any monies which may be remitted erroneously to the Union. It is understood and agreed, however, that employees who desire to disassociate based upon bonafide religious tenets or the teaching of a church or religious body of which said employees are members. Such employees may be required to 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 employee affected and the Union to which such employees would otherwise pay such fee. If such an agreement cannot be reached, a non-religious charitable organization identified by the Illinois Educational Labor Relations Board shall be chosen. The Union shall hold and save the District harmless from any and all responsibility and claims in connection with the collection and disbursement of monies under this Article and otherwise under this Agreement.

Section 1.4 Fair Share. This section shall be applicable to all bargaining units employees who do not authorize dues deductions under this Agreement.

(a) An employees covered by this Agreement who are not members of the Union, commencing on the effective date of this Agreement or upon their initial employment, and continuing during the term of this Agreement, and so long as they remain non-member's 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 Board from the earnings of the non-member employees and remitted to the Union, provided however, that the Union shall certify to the Board a fair share amount not to exceed the dues uniformly required of members in conformity with state law and Labor Board rules.

(c) The Board shall cooperate with the Union to ascertain the names of

all employee non-members of the Union from whose earnings the fair share payment shall be deducted, their work locations and available space to post a notice concerning fair share.

(d) The Union shall cause to be posted a notice concerning the fair share fee information required or permitted by the Illinois Educational Labor Relations Act and the rules and regulations of the Illinois Educational Labor Relations Board ("IELRB").

(e) Upon adoption of a Union internal appeal procedure, the Union shall supply the Board with a copy. In addition, the Union shall advise the Board of subsequent changes therein.

(f) Upon receipt of formal notice of an objection or unfair labor practice charge to the IELRB, the Union and the Board hereby agree to comply with IELRB rules. The Board shall forward the objector's fee or portion of the objector's fees being contested to the Union, to be placed in an escrow account pending a decision or mutually agreeable settlement between the Union and the objector(s).

(g) The Union shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, action, complaints; suits, or other forms of liability that shall arise out of, or by reason of action taken by the Board for the purposes of complying with the above provisions of the Article, or in reliance on any list notice, certification affidavit, or assignment furnished under any such provisions,

(h) If during the term of this Agreement, the IELRB or a court of competent jurisdiction rules any part of this Article void or not enforceable, the Union and the Board agree to convene negotiations on this matter immediately for the sole purpose of bringing this Article into compliance with the standards or rulings of the IELRB or the Court.

1.5 Access to Employee Lists. On the first day of the fiscal year and at the beginning of each fiscal quarter thereafter, the District will send the Union a list of all current employees, which shall include each employee's name, address, work telephone numbers, work email addresses, job title, base hourly pay rate, hours worked, gross pay and the Union dues or fair share payment. The list will be provided in an agreed-upon format and transmitted electronically.

1.6 Use of Employer-Provided Email.
The District agrees to provide to the Union, within thirty days of ratification of this Agreement, a complete list of all work email addresses for bargaining unit members who currently have email accounts provided by the District and to update the list as set forth in Section 1.5. The updated list shall be provided electronically to the Union by the District on or before the first work day of each month. The Union shall have the right to send emails to the members of the bargaining unit, with their origin as Union communications being clearly identified, regarding meetings notices and any other Union business. It is understood and

agreed, however, that the use of the District owned email system is subject to and must be used in accordance with any and all Board Policies and other State and federal law.

In order to foster good communications among members of the bargaining unit, the District shall post a full and complete copy of this Agreement on its website.

1.7 Union Access to District Grounds.

Authorized agents of the Union, including stewards, will have access to the District's premises during working hours for the purposes of engaging in Union business provided that there is no interruption to the workday of any employees. Prior to entering the District's premises, the Union agent will notify the Building Supervisor by whatever reasonable means are available, or by any specific means the Employer has designated. The term "Union business" for purposes of this Article shall include, meeting with bargaining unit members, either individually or in groups; investigating grievances, grievances or working conditions; meeting with management for any purpose related to working conditions or the adherence to the Agreement; or distributing notices or other information directly to members.

1.8 Union Steward Representative Activities.

The Union may designate up to three (3) union stewards. When required or requested by management to represent an employee during working hours for a disciplinary matter, said designated steward will be permitted to provide representation without loss of pay. During a new employee's orientation period, the Union shall be granted thirty (30) minutes to speak with the employee to discuss Union business.

ARTICLE II — NO DISCRIMINATION

Section 2.1 Statutory Protection. The Board and Union agree there shall be no discrimination in the employment or promotion of personnel on the basis of any protected category or activity under State or federal law.

Section 2.2 Union Activity. It is understood that there shall be no discrimination against any employee or any officer, committeeman or member of the Union for the fulfilling of his/her duties and obligations as an officer or member of the Union. It is agreed, however, that employees are not to work on Union affairs during working hours except as specified herein.

Section 2.3 Grievance and Arbitration. Any alleged violations of the protections provided by Sections 2.1 and 2.2 of this Agreement shall only be subject to the grievance procedure through Step 3. It is understood and agreed, however, that any alleged violations of Sections 2.1 and 2.2 are not subject to the arbitration provisions of this Agreement

ARTICLE III - MANAGEMENT - MANAGEMENT/LABOR COMMITTEE

Section 3.1 Management Rights.

(a) The parties understand and agree that the management of the School, the control of the premises and the direction of the working force are vested exclusively in the Board and include but are not limited to the right to hire, transfer, promote, suspend, discharge, assign., supervise, discipline and lay off employees, to determine the schedule of work and nature of work to be performed by employees, to determine or change the methods and means by which the District's operations are carried on, to contract for goods and services except as provided in paragraph (b) below, to determine policies, procedures, rules and regulations with respect to the establishment, management and conduct of its Schools and employees in the Schools, and all other ordinary functions which are the responsibility of the District.

(b) The District agrees that, until June 30, 2021, the current bargaining unit, its members and/or their hours of work shall not be reduced or diminished through the subcontracting of bargaining unit work.

Section 3.2. Management/Labor Committee. A Management/Labor Committee shall be established to work on mutual problems. The size and scope of committee function and rules governing operation are to be agreed upon between the Union executive committee and members appointed by the Superintendent,

Section 3.3. Management Order of Authority. Officials of the District involved in operations of the District and its physical plants include, but are not limited to, persons holding the following titles:

- Superintendent, or designated representative
- Assistant Superintendent, or designated representative
- Director of Facilities or designated representative

ARTICLE IV - GRIEVANCE PROCEDURE

Section 4.1. Grievance Defined. A grievance under this contract is a claim by the Union that the Board has violated an expressed provision of this Agreement.

Section 4.2. Grievance Procedure. Employees who believe they have a grievance in connection with their jobs are invited to make such grievance known in accordance with the terms of the Grievance Procedure. In order to provide an orderly method for handling and disposing of all disputes, misunderstandings, differences or grievances arising between the Board and the Union, as to the meaning, interpretation and application of this Agreement, such matters shall be processed in the following manner:

Step 1: The aggrieved employee shall first present his/her grievance to his/her Building Manager verbally.

Step 2; If a satisfactory settlement Is not reached, the employee shall reduce his/her grievance to writing and such employee and his/her Steward shall review the grievance with the Assistant Superintendent or his/her designee. At such a meeting, the Building Manager shall be present and shall provide the Assistant Superintendent or his/her designee with a written report of his/her meeting with the employee.

Step 3: If the grievance is not resolved satisfactorily at the meeting provided for in Step 2 above, a written appeal may be taken by the employee to the Superintendent of Schools, or his/her designated representative, who shall hold a hearing thereon as soon as is reasonably possible and render his/her decision in writing within five (5) school days thereafter. The Assistant Superintendent or his/her designee shall provide the Superintendent of Schools, or his/her designated representative, with a written report of the meeting provided for in Step 2. All affected parties shall be present at the hearing provided for in this Step 3.

Step 4: If a grievance involving matters other than an employee's discharge Is not resolved satisfactorily at the hearing by the Superintendent of his/her designated representative, the Union may request binding arbitration pursuant to Section 4.3 below. In the event a grievance involving an employee's discharge is not resolved satisfactorily at the hearing by the Superintendent, or his/her designated representative, a copy of the complaint and a record of the proceedings of the previous meetings held on the grievance shall be prepared by the Superintendent or his/her designee and served upon the employee as soon as practicable after the conclusion of the hearing provided for in Step 3, The Superintendent or his/her designee shall file this report with the Secretary of the Board, The employee may file such additional reports as he/she deems necessary with the Secretary of the Board within ten (10) school days nor, more than twenty (20) school days from the date of receipt of such reports. At such meeting, all affected parties shall be present. The determination of the Board of Education on such grievances shall be final and binding upon all parties.

Section 4.3. Arbitration.

(a) In the event that the Union is not satisfied with the results of the grievance at the previous steps, the dispute shall be resolved by an arbitrator. The parties may choose any individual or agency to serve as a binding arbitrator. The Union must request binding arbitration within twenty (20) school days after the decision of the School Board. If the parties cannot agree on an arbitrator within ten (10) school days after the Union has made the request for binding arbitration, the parties shall apply to the Federal Mediation and

Conciliation Services (FMCS) for the selection of an Arbitrator by striking names from a list. The arbitrator shall limit his/her decision to the interpretation, application or enforcement of this Agreement. The arbitrator shall expressly confine himself to the precise issues submitted to him and shall have no authority to consider other issues not submitted to him. The expenses of the arbitrator shall be shared equally by the parties.

(b) Failure to appeal a decision within the specified time limits or to follow the procedural requirements herein stated shall be deemed an acceptance of the decision,

(c) The arbitrator shall be without the power or authority to make any decision which would be contrary to, inconsistent with, or modifying to, in any way, the terms of this contract, or any applicable law.

Section 4.4. Grievance Committee. An employee committee of not less than three (1), but not more than five (5), employees will be chosen by the Union and designated to act as the Grievance Committee for the purpose of meeting with the duly authorized representative of the Union and/or the Board whenever called upon. The names of the Committee will be certified to the Board at least once each year.

ARTICLE V - TERMINATION OF EMPLOYMENT

Section 5.1. Just Cause for Discipline. No employee shall be discharged or otherwise disciplined without just cause.

Section 5.2. Progressive Discipline. The Board and Union agree to the concept of progressive discipline. The aforementioned notwithstanding, the parties agree that serious offenses may warrant an immediate suspension or termination for just cause. In addition, the commission of multiple offenses may also warrant immediate suspension or termination.

(a) Upon commission of an offense, the employee shall receive a verbal warning, if appropriate, from his/her supervisor. Upon commission of an offense, and after verbal warnings, if appropriate, have failed, officials shall meet with the employee and document the offense and meeting with a letter in the employee's personnel file,

(b) Upon repetition of the same offense, officials shall meet with the employee, assess a one-day unpaid suspension against the employee and document the offense, meeting and discipline in the employee's personnel file,

(c) Upon repetition of the same offense, officials shall meet with the employee and assess an unpaid suspension of three (3) to five (5) days against the employee and document the offense, meeting and discipline in the employee's personnel file.

(d) Subsequent repetition of the same offense or commission of a serious offense shall result in termination or a lengthier suspension. The repetition of the same offense after a lengthy suspension shall be cause for termination

Section 5.3. Voluntary Resignation. In the case of voluntary termination of employment, by an employee at least two weeks, written notice shall be given. Provided that, if in the opinion of the Board, the Superintendent or his/her designated representative, the continued presence of the employee on the premises subsequent to notification of his/her voluntary termination of employment will be detrimental to the best interest of the Schools, the employee may be terminated immediately upon notice along with two (2) weeks' pay in lieu thereof. Further provided, that if such employment is terminated by reason of the employee's misconduct, intoxication or any offense that will bring discredit upon the school, then no severance pay shall be granted.

Section 5.4. Notice of Resignation. Any employee who voluntarily terminates his/her employment shall so notify the Assistant Superintendent in writing a minimum of two (2) weeks in advance of such termination date. The specific date of termination shall be included in the letter; if it is not, the employee's right to vacation pay shall be forfeited. Any vacation due shall be figured on a pro-rated basis.

Section 5.5. Probationary Period. New custodial employees shall be hired on a probationary basis for a period of nine (9) months to ensure a proper assessment of the employee's potential. During this probationary period, an employee who, in the opinion of the Assistant Superintendent, is not able to satisfactorily perform the duties of the job for which he/she was hired, can be discharged upon two-weeks' notice provided he/she has worked at least two months. Such notice may be one week for an employee who has worked less than two months. Such dismissal shall be by the Assistant Superintendent or his/her designee with the approval of the Superintendent of Schools, or his/her designated representative.

ARTICLE VI – HOURS OF WORK, OVERTIME, CALL BACK

Section 6.1. Regular Work Schedules. The standard workweek shall consist of forty (40) hours. There shall be eight-and-one-half (8 ½) consecutive hours scheduled for each 1st shift employee per day with a one-half (1/2) hour unpaid lunch break. There shall be eight consecutive hours scheduled for each 2nd and 3rd shift employee per day with a one-half (1/2) hour paid lunch break. The lunch period for each individual employee shall occur not less than four (4) hours not more than six (6) hours into his/her shift unless authorized by a supervisor in advance upon request of the employee. The regular starting time for each member on each shift shall be determined by the immediate supervisor of the employee so long as the starting time for 1st shift occurs between 6:00 a.m. and 8:00 a.m. and 3:00 p.m. and 5:00 p.m. for second shift, and 3rd shift between 10:00 p.m. and 2:00 a.m. and 6:00 a.m. and 10:00 a.m. Selection of an individual for a change in work schedule shall be by seeking volunteers for the modified schedule. If no volunteers submit such a request, selection of an individual for a change in work schedule shall be by reverse seniority within the job category. No individual shall be required to modify his/her work schedule more than twice per fiscal year unless the individual volunteers.

Section 6.2. Adjusted Work Schedules. Based on operational needs of the District, and upon five (5) workdays' prior notice, up to two (2) custodial employees may have his/her work schedule adjusted at a time per school. Said schedule adjustment shall be for not less than three months, Said schedule assignment shall be made in, accordance with the provisions of Article VII, Section 7.4(b) of this Agreement, covering lateral transfers. In cases of emergency, any custodial employee may have his/her work schedule adjusted.

Section 6.3. Punch-In/Out Requirement. All custodial personnel shall observe regular working hours and shall punch the time clock. Employees are required to be punched "in" and to have changed into work uniform by their starting time. No infraction of this rule shall be permitted, and no employee shall punch the time clock for any other employee.

Section 6.4. Equalization of Overtime. Overtime work shall be limited to the ability of the individual employee to perform the work available and shall be first offered to the individual(s) regularly assigned to the area in which it is to be performed. If an individual(s) are not able to work the overtime as assigned, the overtime work shall be offered to individuals by seniority on a rotating basis. A record of the overtime worked by each employee shall be maintained in the timekeeper's office. Overtime, in any situation, shall only be assigned on an as needed basis with the prior permission of the Building Manager upon approval by the Superintendent or his/her designee.

Section 6.5. Calculation of Overtime. Overtime shall be compensated at the rate of one and one-half (1 1/2) times the regular rate of pay for the job performed for all hours worked outside the employee's regular schedule which cause the employee to exceed forty (40) hours worked per week, For purposes of overtime computation, "hours worked" shall include all paid leave time except sick leave.

Section 6.6. No Pyramiding. There shall be no pyramiding of overtime, The term "there shall be no pyramiding of overtime" means that no rate above the regular overtime rates called for in this Agreement will be paid.

Section 6.7. Failure to Work Overtime. Except when the Superintendent or his/her designee determines that an emergency exists, any employee notified twenty-four (24) hours in advance that he/she is required to work overtime, and fails to do so, shall be skipped on the rotation of overtime assignments for the next overtime opportunity for the employee regardless of where the work is to be performed. If an employee does not wish to be on the voluntary overtime rotation list, he/she may request to be removed from that list by notifying the Superintendent or his/her designee. However, if an employee withdraws from the voluntary overtime rotation list, he/she is still subject to mandatory overtime assignments.

Section 6.8. Payment of Overtime. Overtime pay shall be included with the paycheck for the two (2) week period following that in which the overtime is earned.

Section 6.9. Overtime Minimum for Non-Continuous Hours. Employees required to work overtime when the hours worked are not continuous to their regular work schedule, shall receive at least two (2) hours of pay.

ARTICLE VII - SENIORITY

Section 7.1. Seniority Defined. Seniority of an employee shall mean the length of continuous service in the bargaining unit, commencing with the employee's most recent date of hire. Seniority, however, shall have no effect upon an employee's probationary status.

Section 7.2. Effect on Layoffs/Recalls. Seniority shall be followed in lay-offs and recalls. In cases of layoff, the least senior employees in the affected classification shall be laid off first, provided that the senior employees retained possess the present skills and abilities to perform the job affected in an efficient, workmanlike manner. Employees laid off under this Section 7.2 shall have the right to "bump" employees in other lower-paid classifications who have less unit-wide seniority, provided that such "bumping" employees possess the present skills and abilities to perform the available work in an efficient, workmanlike manner, Laid-off employees shall be recalled for work in the reverse order of layoff, provided that they have the skills and abilities at the time of recall to perform the available job.

Section 7.3. Effect on Promotions/Vacancies. In cases of filling a vacancy or promotion to vacant higher paid position in the bargaining unit, the District shall have the sole discretion and authority to establish and determine the qualifications for the vacancy and shall post such qualifications with each job vacancy posting that occurs. Consideration shall be given first to the applicant possessing all the above-stated skills and qualifications contained in the job posting, In the event that more than one

applicant possesses all the required skills and qualifications contained in the job posting, the position will be awarded to the qualified applicant that best meets the needs of the District in accordance with District policies and procedures, Seniority shall be the final tie breaking factor if one or more applicants are current bargaining unit members who possess all the required skills and qualifications of job posting are deemed to meet the needs of the District equally. In the event that no applicant, internal or external, possesses all the stated skills and qualifications for the posted positions, or in cases of requests for transfers to lateral positions, the District shall consider the bidding employees' seniority, relevant training and experience, demonstrated ability to deal with the demands of the position, the employees' past work record and the District's needs in awarding the position to the most qualified applicant. Vacant positions within the bargaining unit are open to all applicants, whether such applicants are currently employed by the District or not. Vacant positions are not required to be awarded to a current member of the bargaining unit unless the current bargaining unit member meets all of the criteria above and the award of the position to the current bargaining unit member best meets the needs of the District.

Section 7.4. Effect on Lateral Transfers.

(a) Lateral transfers to permanent positions within the bargaining unit shall be subject to posting and bidding procedures under this Agreement, and the most qualified employee applicant for the position' shall receive the vacant position.

(b) In cases where the District decides to make temporary four (4) Months or less lateral reassignments, available bargaining unit employees with the necessary expertise shall be given, on an expedited basis and in order of seniority, the opportunity to accept such reassignment. In the event there are no volunteers for such temporary reassignment, the District may assign the least senior qualified bargaining unit employee to the transfer position, or staff the position pursuant to Article XVII.

(c) In all cases of lateral transfers, if an employee has been disciplined within the prior twelve (12) months, such employee shall be disqualified from consideration for a voluntary transfer.

Section 7.5. No Bumping Except for RIFS. There shall be no bumping of permanently assigned employees regardless of seniority except in cases of reduction of the work force.

Section 7.6. Miscellaneous.

(a) There is nothing herein contained which is intended to limit or prevent any employee from applying for any vacant position unless he/she has been disciplined or received an unsatisfactory evaluation within the prior six (6) months.

(b) The Superintendent or his/her designee shall review all job bids and shall recommend to the Superintendent and Board of Education the employee to fill the posted positions discussed in this Section.

ARTICLE VIII - VACANCIES AND PROMOTIONS

Section 8.1. Posting of Vacancies. When a permanent vacancy occurs in any position within the bargaining unit, or any new job in such category is created, notice of such vacancy shall be posted on the bulletin boards by the Superintendent or his/her designee, for five (5) working days after such vacancy first exists. Thereafter, the vacancy shall be posted on the District's website and shall be open to the public. The District shall interview the most qualified candidates, including giving due consideration to the most qualified internal candidate(s), if any. Nothing in this Agreement shall prevent the filling of any vacancy on a temporary basis.

Section 8.2. Written Applications. Applications for vacancies in bargaining unit positions shall be made in writing, through the Human Resources Department via the online application system of the District.

Section 8.3. Effect of Seniority Rules. The selection of any employee for advancement, promotion or job preference shall be made by the Board of Education in accordance with the provisions of Sections 7.3 and 7.4. above.

Section 8.4. Effect of Probationary Status. There is nothing herein contained which is intended to limit or prevent any employee from applying for any vacant position after the employee has served in his/her current position for at least Ninety (90) calendar days. However, an employee shall not receive consideration until he/she has completed his/her initial probation period, or unless there is no other qualified applicant, internal or external, for this position,

Section 8.5. Ability to Grieve Appointment. Notice of the appointment of an individual to a position in this unit shall be provided by the Superintendent or his/her designee to the Union Steward at each building upon final approval of employment. Any employee who applied for such vacancy shall have five (5) working days after the receipt of the appointment of the employee by the Union Stewards to file a written grievance with the Superintendent or his/her designee in accordance with Article IV of this Agreement.

Section 8.6. District Authority Reserved. The Superintendent or his/her designee shall have the authority to transfer or assign employees in accordance with school policy when not in conflict with the provisions of this Agreement.

Section 8.7. Application Requirements. All applicants for employment shall be required to fill out an application form that is satisfactory to the Board, and shall be screened by the Superintendent or his/her designated representative as to job aptitude, moral, physical and other qualifications. Any applicant may be interviewed by the Superintendent of Schools, or his/her designated representative, before being recommended for final consideration by the Board of Education,

Section 8.8. Medical Examinations. All employees must meet the medical requirements established by the Board upon receiving a conditional offer of

employment or promotion. The Board may require any employee to submit to medical examinations from time to time, after employment, consistent with legal requirements including, but not limited to:

a. **Fitness for Duty.** This requirement would be enforced if a legitimate question exists about an individual's ability to perform his/her job assignment. If an individual is determined not to be fit for his/her duties by a doctor of the District's choosing, the individual may seek an independent opinion from his/her own doctor, so long as such doctor is qualified to render such an opinion. If the opinion of the two (2) doctors contradicts each other, the Union and District shall select a third, qualified doctor to make the final decision on an individual's fitness for duty. The individual shall be placed on unpaid administrative leave if the final decision takes longer than fifteen (15) working days from the date of the second doctor's opinion. If an individual is determined to be fit for duty, upon the third evaluation, he/she shall receive back pay for any unpaid days. If an individual is determined not to be fit for duty, upon the third evaluation, he/she shall be eligible for an open position for which he/she is fit to perform the duties and/or separation.

b. **Testing for Controlled Substances or illegal/Misused Prescription Medicines.** This requirement is to be enforced (i) when an individual is injured on the job, (ii) when there is reasonable suspicion that an individual is under the influence of a controlled substance and/or illegal/misused prescription and (iii) when an individual is selected for random drug testing in accordance with District-Union agreed procedures.

Section 8.9. Training in New Assignments. The Board of Education and Union recognize the importance of selecting the best candidate for any job. Promotions of current employees will be made on the basis of the factors consistent with the qualifications for the job. When an employee is promoted it becomes the duty and responsibility of the administration to offer all assistance practicable to ensure success on the new job upon request by the employee, each employee recognizes his/her responsibility for making preparation for advancement to any position to which he/she aspires. To this end, if an employee makes a request, the Board may offer to assist any employee in the upgrading of his/her skills so that the employee can become more nearly qualified to assume the duties of the new position. Within thirty (30) days of the individual assuming his/her new assignment, a review of the individual's performance shall be provided by his/her supervisor. If the individual is not performing up to the expectations of his/her job, the individual shall be permitted to return to his/her previous position, so long as it has not been filled. If the individual does not request to return to his/her position, the employee may request additional training from the District so that he/she can meet the expectations of the new assignment. If requested by the employee, such additional training shall be for a period not to exceed thirty (30) additional days. Should the promoted employee fail in his/her new assignment after sixty (60) days, he/she can return to his/her previous position, so long as it has not been filled. If the position has been filled, the employee may be terminated if the District demonstrates that the individual has not met the expectations of the new assignment.

Section 8.10. Work Performance Evaluations.

(a) Employees shall be evaluated on a yearly basis. Employees shall be presented with and shall sign the evaluation, signifying that they have reviewed the evaluation and understand its contents; provided, however, that if the employee disagrees with the evaluation, he/she shall be entitled to state such disagreement in writing, which statement shall be attached to the evaluation and included in his/her file.

(b) Written disciplinary notices shall not be a basis for denial of transfer, promotion, or job preference after twenty (24) months, provided the reason for such adverse evaluation has been corrected.

ARTICLE IX - WAGES

Section 9.1. Wage Schedule. Position classifications and annual salary rates are attached hereto as Appendix A.

Section 9.2. Payment Schedule. Salaries shall be paid at the annual rate in twenty-six (26) equal pay periods established by the Board. Every effort will be made to pay all outside activities on current payroll.

Section 9.3. Temporary Assignment Pay.

(a) An employee assigned to fill a temporary vacancy at a higher salary shall receive such higher rate provided such assignment is for ten (10) or more consecutive days. If the assignment is for ten (10) or more consecutive days, the higher rate shall be paid from the first day of such assignment.

(b) The ten (10) day limitation set forth in (a) above shall not apply when a staff member possessing a trade journeyman's skill, for which a staff position does not exist, is assigned work responsibilities which utilizes those skills. Any Tier II employee performing duties as set forth under this Section shall be paid at the then effective Tier II starting rate of pay for the position that he/she is working in at the time he/she is engaged in performing said skilled work. For any Tier I employee performing the duties as set forth under this Section, he/she shall be paid at the base rate of the employee classification for which he/she is performing at the time the work is performed. The Superintendent or his/her designee shall reasonably determine when and if this clause is applicable.

Section 9.4. Shift Differential. Twenty-five cents (\$0.25) per hour shall be paid in addition to the regular hourly rate for the second or third shift. The second shift is interpreted to mean, for this section, four (4) or more hours of an eight (8) hour shift worked after 4:00 p.m. The third shift is interpreted to mean a work-shift of four (4) or more hours that begins between 10:00 p.m. and 2:00 a.m. The second and third shift pay differential shall not be applicable to hours of overtime work which are contiguous to an employee's day shift. Second and third shift pay differential shall be applicable, however, when overtime work is not contiguous to day shift hours and when such

overtime hours are after 4:00 p.m. and before 4:00 a.m. The twenty-five cents (\$0.25) pay differential shall be calculated at one and one-half time (1 ½) for overtime work which is performed in accordance with this section.

ARTICLE X - INSURANCE PROGRAMS

Section 10.1. Life Insurance. The Board of Education shall provide a life insurance plan and pay for a minimum of \$5,000 term life insurance for each employee. The plan shall contain an Accidental Death and Dismemberment (AD&D) Double Indemnity Rider. For each \$1,000 earned above the base of \$5,000, according to the employee's place on the base salary schedule as of October 15, an additional \$1,000 in insurance shall be paid for by the Board of Education. The additional insurance shall be determined by the nearest \$1,000 of income. Base salary in the amount of \$500 or more shall be considered as an additional \$1,000 insurance.

Section 10.2. Health and Accident Insurance.

- (a) In the event that the Federal Government shall institute a program of national health coverage which shall increase the District's cost of or required the payment of a penalty based upon such coverage for bargaining unit employees, the District may require the re-opening of the affected parts of the contract, and the parties shall be required to negotiate in good faith over the effect of such change with the intent of having the bargaining unit employees receive comparable, but not more, insurance benefits.
- (b) Tier I employees, as cited in Appendix A of this collective bargaining agreement, also known as individuals hired on or prior to June 30, 2012, are eligible for the same medical insurance coverages and at the same rates as contained in the Agreement between the Board of Education for Proviso Township High Schools District 209 and Proviso Teachers Union Local 571 in effect at that time.
- (c) Tier II employees, as cited in Appendix A of this collective bargaining agreement, also known as individuals hired on or after July 1, 2012, are eligible for any insurance coverage(s) offered to other members of the Custodial and Maintenance Union but in accordance with the following terms:
 - (i) Single Coverage: The employee contribution rate for single coverage shall be 20% of the total premium.
 - (ii) Family Coverage: The employee contribution rate for Family coverage shall be 50% of the total family premium.

Section 10.3. Dental Insurance - Right to Purchase. Tier I Employees may elect to enroll in Single or Family Dental Insurance Coverage by instructing the Business Office to take the then premium cost deduction from his/her check. Employee enrollment must be prior to October 1st of each school term.

For those employee who elect such coverage, the Board shall pay for fifty percent (50%) of the cost of such coverage and the employee shall pay for the other fifty percent (50%) of such coverage.

Tier II employee shall be eligible for Dental Insurance ONLY if the employee pays one hundred (100%) of the cost of the coverage.

Section 10.4. Vision Insurance. The Board shall provide during each year of this contract vision benefits which include the following annual reimbursement for PPO.

Exam	\$16	Single Vision Lenses	\$14/pr
Bifocal lens	\$25/pr		
Trifocal lens	\$35/pr	Lenticular lenses	\$70/pr
Contact lens	\$70/pr	Frames	\$14/fram

For HMO: Exam with existing co-pay: 1 20% discount on purchase of vision materials and a \$75 allowance toward such purchase every 24 months.

Section 10.5. Retiree Health Care. The District shall provide District retirees who retire and are eligible under State or federal law, access to health care benefits for dependent and employee coverage in accordance with State and Federal continuation health care coverage laws (COBRA & SHIRA), wholly payable by the individual, until the retiree is eligible for Medicare.

ARTICLE XI - LEAVES OF ABSENCE

Section 11A.1 Sick Leave Use. Sick Leave, usage of Sick Leave and the definition of immediate family for determining usage of Sick Leave shall mean absence from work as detailed in Section 105 ILCS 5/24-6 of the Illinois School Code, Use of Sick Leave will be limited to the number of days accrued pursuant to Section 11 A.4. below, In the absence of a compelling emergency or legitimate use, Sick Leave cannot be taken the day immediately before *or* the day immediately after holidays or vacation day(s), If Sick Leave is used the day immediately before or immediately after a holiday without proof of a compelling emergency or legitimate use, the employee shall be docked for the Sick Leave used and the holiday pay, If Sick Leave is used the day immediately before or immediately after a vacation day without proof of a compelling emergency legitimate use, the employee shall be docked for the Sick Leave used and the corresponding number of vacation day(s).

Section 11A.2. Physician's Certification of Illness. The Board of Education may require a physician's certificate as a basis for pay during leave after an absence of three (3) or more consecutive working days or based upon a reasonable suspicion of misuse due to a pattern of abuse.

Section 11 A.3 Computation of Sick Leave Use. Sick leave and personal days

shall be figured on an hourly rather than a daily basis, Employees will be charged only for hours used for these purposes.

Section 11A.4. Sick Leave Accrual. Employees shall accrue twelve (12) sick days per fiscal year. If an employee does not use the annual sick leave allowed, the unused amount shall accumulate to an unlimited reserve.

Section 11A.5. First Year Accrual Pro-Ration. Newly hired full-time custodial employees shall be given sick leave credit of five-sixths (5/6) day per month, up to ten (10) days, for the first year of employment.

Section 11A.6 Coordination with Workers Compensation. An employee who is injured while in the course of his/her employment is entitled to receive his/her full salary for three (3) calendar days from the date of accident. During such period, any disability payment made to the injured employee under the Workers' Compensation Act shall be paid by him/her to the Board. Upon completion of the three (3) day period, the employee may file for disability benefits under the Illinois Municipal Retirement Fund and shall retain any further Workers' Compensation Act payments made to him/her.

Section 11A.7. Incentive for Attendance. Any Custodian or Maintenance employee using three (3) or fewer full days of Sick Leave from July 1st to December 31st shall be given \$350 as incentive pay at the conclusion of the fiscal year. Any Custodian or Maintenance employee using three (3) or fewer full days of Sick Leave from January 1st to June 30th shall be given \$350 as incentive pay at the conclusion of the fiscal year.

Section 11A.8. Injury on the Job. When an employee is injured on the job and is required to report to the clinic for treatment, school or public transportation shall be provided. Prior to being sent home, the employee must submit to a drug test upon being injured on the job. The clinic where an employee is treated shall administer such test. Failure to participate in the required drug test shall result in disciplinary action up to and including termination.

Section 11A.9. Notice of Sick Leave Accumulation. Each employee shall be notified of number of his/her unused Sick Leave days at the end of each school year.

Section 11A.10. Coordination with Disability Leave. When employees are placed on or accept disability status and/or benefits from the Illinois Municipal Retirement Fund, Social Security or a period of unpaid leave as an accommodation under the Americans with Disabilities Act, the employee will no longer accrue Sick Leave or vacation time nor shall they receive holiday pay should holiday(s) occur while they are on disability. Employees who are on disability must advise the District within five (5) days after being placed on disability status and/or obtaining benefits as described herein.

Section 11B.1 Personal Days - Purpose and Accrual. Bargaining unit employees shall be entitled to two (2) days per year for personal business or unforeseen emergencies

which cannot be attended to before or after school hours, or on Saturdays, Sundays or holidays. Newly hired bargaining unit employees shall only be granted one (1) personal day during their first three (3) years of employment.

Section 11B.2. Procedure and Use of Personal Days. Notice of such absence shall be given, when possible, at least forty-eight (48) hours in advance in accordance with Section 11.B.3. Personal days may be used in half-day/four (4) hour increments. In the absence of compelling emergency, such personal leave days cannot be taken before or after holidays or vacations. If any Personal Leave is used the day immediately before or immediately after a holiday without written permission from the Superintendent or designee and/or without proof of a compelling emergency or legitimate reason, the employee shall be docked his/her pay for the day used. Unused personal leave days shall be added to the employee's accumulated sick leave under this Agreement. If, for some reason, there is good reason to suspect misuse of such days, the District may request verification of the absence and use of time. If the use is determined to be inappropriate, the District may dock the employee's pay for the day used.

Section 11B.3. Request Form for Personal Days. An application for personal business leave will be used. The personal business leave form should be submitted at least forty-eight (48) hours in advance of the scheduled day, if possible, to the Superintendent or his/her designee. However, within reason, a request for personal business leave made less than forty-eight (48) hours in advance of the scheduled day will be considered and shall not be unreasonably denied.

Section 11B.4. Bereavement Leave

Employees shall receive three (3) days of bereavement leave for the death of members of the employee's immediate family as defined in Section 11B.4.b below. These days shall not be considered as part of sick leave and may not be accumulated or carried over. An employee may be asked to submit an obituary or other official notification of relationship and death to the Office of Human Resources.

(a) Immediate family or household includes spouse, children, parents, siblings, mothers and fathers-in-law, brothers and sisters-in-law, grandparents, grandchildren, verifiable steps of the previously referenced relations (i.e. step-dad, step-mom, step-brother, step-sister, step-son, step-daughter) and legal guardians.

Section 11C.1. Unpaid Leaves of Absence. An unpaid Leave of Absence may be granted to employees who are not in probationary status by the Board upon the employee's written application, for conditions of his/her ill health, military service, or other reasons approved by the Board. No employee, however, shall be granted a Leave of Absence to seek employment elsewhere. Seniority shall be retained during any authorized Leave of Absence.

Section 11D.1. Posting Position of Person on Leave of Absence. Job vacancies caused by extended leave of absence caused by illness shall be posted and filled as

provided in Article VIII herein. Subject to the provisions of Sec. 11D.2, an employee on extended Leave of Absence caused by illness is entitled to be reinstated in his/her former position upon termination of such leave and the employee who filled the position during such leave is entitled to be reinstated in the position he/she held prior to filling the vacancy. An employee who fills a vacancy caused by a Leave of Absence granted to another employee shall serve the first six (6) months in such position in a probationary status.

Section 11D.2. Leaves Due to Employee Disability.

(a) Upon exhaustion of all paid leave benefits, a qualified employee with a disability as defined under the Americans with Disabilities Act will be able to apply for a ninety (90) day unpaid leave of absence, or the balance of their entitlement to FMLA leave, whichever is longer, provided that such request is a reasonable accommodation. Requests for leaves under this section must be in writing and the approval or rejection of said request will be provided to the employee in writing. While on such unpaid leave, the District shall continue to pay its share for the employee's health care and life insurance premiums during said period of time where the employee is on leave pursuant to the FMLA. In the event the employee is unable to return to work at the expiration of the unpaid leave period, it shall be deemed as sufficient cause for termination and the employee shall receive notice of his/her COBRA rights.

(b) Non-probationary employees who are terminated under paragraph (a) above shall have a right to reinstatement to their position if they are physically capable of returning to full duty within two (2) years and provided that a vacancy in said position exists. Disabled employees seeking to return to work shall present to the Board of Education a statement of satisfactory health by a qualified examining physician designated by the Board, which shall evidence the employee's ability to return to the full scope of his/her duties with or without a reasonable accommodation. An employee desiring to return shall notify the Board of Education of said desire and he/she be placed on any existing "recall list" and shall be entitled to exercise their seniority rights to be recalled to a bargaining unit position upon the District's ability to recall said employee within the timeframes set forth herein.

ARTICLE XII - RETIREMENT FUND - SEVERANCE PAY

Section 12.1. Participation in IMRF. All custodial employees shall come under the provisions of the Illinois Municipal Retirement Fund as provided by statute.

Section 12.2. Severance Pay. To be eligible for severance pay as provided under Section 20.1, a retiring employee shall notify the Superintendent in writing of his/her intention to retire not more than one (1) year and not less than sixty (60) days prior to his/her anticipated retirement date

ARTICLE XIII - GENERAL REGULATIONS

Section 13.1. Direction of Bargaining Unit Employees. The following regulations are applicable to bargaining unit employees. This list is not intended to be exhaustive. Bargaining unit employees will also be subject to directives from their supervisors and other reasonable rules and regulations issued by the District, unless superseded by an express provision of this Agreement.

(a) Employees may be assigned to any job, night or day, in an emergency, by the Assistant Superintendent. In such emergencies, the Assistant Superintendent shall only transfer an employee from designated shift for five (5) working days.

(b) Employees whose assigned work places them in contact with teachers, students or other employees are to complete their work as quickly as possible and not loiter or carry on unnecessary conversation. Any employee found loafing, visiting unnecessarily with students, teachers or fellow workers, wasting time or generally not performing the duties expected of him shall be reported by the foreman to the Assistant Superintendent. A record shall be made of all such incidents, and the employee shall be advised of such complaints. Any reoccurrence shall be cause for suspension without pay by the Superintendent, upon the recommendation of the Assistant Superintendent, pending final action by the Board of Education.

(c) Representations concerning school matters which (i) an employee knows to be false, (ii) are disparaging to the District, and (iii) actually interfere with the District's operations may be considered an adequate basis for discipline; provided, however, that any action taken against such employees shall be subject to the Grievance Procedures set forth in Article IV above.

(d) Employees who have justifiable reasons for taking time off shall first obtain permission to be absent from work from the Assistant Superintendent or his/her assistants. If an employee is sick and cannot come to work, he/she shall contact the maintenance office not later than his/her starting time. Failure to contact the office or the employee's immediate supervisor by starting time without sufficient cause may result in discipline, including suspension or discharge, depending upon the employee's record and circumstances.

(e) No employee shall leave the school grounds for school or other business during working hours without that obtaining permission from the Assistant Superintendent or his/her assistants. Upon so leaving, such employee not on school business shall punch "out" on the time clock. This section shall not apply for lunch periods, provided the employees punch out and punch in on the time clock when leaving and returning.

(f) Boiler room employees who are assigned to a specific shift must not leave their post until relieved by another employee. Boiler room employees will

stand watch while the boilers are in operation and in_fulfilling boiler room responsibilities.

(g) The receiving room shall be so arranged as to provide easy access to the office of the Assistant Director of Buildings and Grounds, but no access to that part of the receiving room in which are stored valuable supplies. In those rooms where valuable supplies are kept, access will be only through the receiving room clerk.

(h) The receiving room clerk shall keep an accurate inventory of all goods received and dispensed. No material shall be issued except by work order. Tools shall be issued only through the tool check system established by the Board.

(i) The Assistant Superintendent shall present such requisitions as are necessary to maintain an adequate supply of materials.

(j) Employees are to use tool and machines of the Industrial Arts Department only as agreed upon between the Superintendent and the head of the Industrial Arts Department and the Assistant Superintendent.

(k) Bargaining unit employees shall wear such uniforms as are furnished by the Board of Education. All employees shall maintain a neat appearance. Upon entering the school buildings during school hours, employees shall remove their hats and otherwise appear in a manner such as to set a desirable example for students.

(l) During school hours or school functions, employees shall not smoke in the buildings or on the grounds other than in those rooms specifically set aside for such purpose. If an employee reports for work in an intoxicated condition, the Assistant Director of Buildings and Grounds shall send him home, pull his/her card, and advise the Superintendent in writing of the action taken; notice of this action is also to be sent to the Board members. This offense shall be grounds for dismissal, or at the discretion of the Board, a suspension of such number days as the Board may impose.

(m) The use of profane and abusive language in and about the school premises, particularly in the presence of students, is strictly prohibited.

(n) In order to maintain the physical well-being of the school plants and the well-being of the students, it is the function of every custodial employee to assume responsibility wherever he/she may find it whether assigned to him/her or not.

(o) All employees must realize that they are working for the public and their first duty is to protect public property.

(p) The members of the Union may be allowed bulletin board privileges in quarters set aside for such employees for the purpose of publishing meeting notices and other matters affecting the membership employed by the Board of Education.

(q) If employees desire to hold Union meetings in the school, the

Assistant Superintendent is hereby given authority upon their so requesting it, to provide a meeting room. Meetings are to be held outside of school hours, except for Union meetings which can be held twice a year for a period of one (1) hour during regular working hours.

(r) No employee shall take or permit to be taken from the school grounds any school property except for school purposes unless approved by the Assistant Superintendent and the Superintendent. A receipt in duplicate shall be taken from the party removing any school property and one (1) copy thereof is to be deposited in the Business Office.

(s) All work orders must come to the Assistant Superintendent from the Superintendent, In case of an abundance of work orders, the order in which they are executed should be decided after a conference between the Superintendent and the Assistant Superintendent.

(t) Any military reservists required to take time off for reserve training will be allowed a regular vacation period, provided the employee endorses and forwards to the Business Office his/her check for the services performed during the military training period. A written notice of not less than four (4) weeks shall be given the Assistant Director of Buildings and Grounds for such time off.

(u) Custodial employees are expected to carry out such duties as are imposed upon them by the Board of Education in an effective, courteous and business-like manner. The employee must realize that he/she is serving the public and that his/her conduct on and off the job should be such that it will not bring discredit to him, to his/her colleagues or to the institution he/she is serving.

(v) The willful violation of any employee of any of the foregoing provisions shall be considered sufficient cause for dismissal,

(w) Any employee charged with infraction of Board rules shall be entitled to grieve such charge pursuant to Article IV Grievance Procedure,

(x) Employees may be required to attend training sessions from time to time to learn more about their work. Such sessions shall be held on paid time. The Board shall assume responsibility for any unusual expenses in connection with these training sessions.

(y) Each employee shall have access, upon reasonable request thereof, to any records affecting his/her employment except confidential materials.

(z) All instructions, reports, comments and complaints regarding the operation and condition of buildings, equipment, supplies and other property of the Board shall be directed to the Superintendent and the Assistant Superintendent. They shall discuss any reports affecting any employee or employees with the parties concerned. An opportunity will be given any employee to rectify any violations of Board Rules and failing to do so shall be given a written warning that a repetition of

infraction would be cause for disciplinary action by the Board. Each affected employee and the Union shall be furnished a copy of any recommendation affecting his/her status as an employee of the Board of Education.

(aa) There shall be a permanent safety committee of two (2) or more persons, one (1) of whom is to be selected by the Union and one (1) selected by the Board. This committee shall investigate, discuss and submit recommendations calculated to correct any unsafe working conditions that may exist. The committee shall investigate and recommend ways and means of providing for the health and welfare of the employees. These recommendations are to be submitted to the Superintendent of Schools and the Board of Education and it is agreed that reasonable efforts shall be made to improve any unfavorable conditions which the committee may call to its attention,

(bb) The Board shall provide First Aid supplies for all shifts.

(cc) No bargaining unit employee shall be required to search out bombs. Pianos will be moved providing they do not have to be dismantled.

(dd) No bargaining unit employee shall be required to discipline students. However, all employees are expected to contribute to the preservation of school property and to take steps to prevent damage to any school facility.

ARTICLE XIV - JURY DUTY

Section 14.1. Pay for Jury Service. An employee required to serve on jury duty shall receive the difference between his/her jury duty pay and his/her regular pay minus the cost of public transportation from the school to the court plus the regular lunch allowance.

ARTICLE XV - VACATIONS

Section 15.1. Standard Vacation Scheduling. All vacation time for all employees shall be used between June 15th and August 15th of each year, except that employees who are granted less than three (3) weeks of vacation may use up to five (5) vacation days in individual, full-day increments AND employees that are granted three (3) or more weeks of vacation may use up to ten (10) vacation days in individual, full-day increments,. In the event of an emergency on the part of the employee, vacation time may be allowed in any increment of full day usage during the year in which it was earned. Any vacation usage should be requested at least five (5) days in advance of such usage, but as soon as the need for such vacation usage is known by the employee. Vacation time, including for emergency usage, is to be approved at the discretion of the Superintendent or designee. Any employee who commences his/her employment on the first working day following January 1, shall be entitled to one (1) week of vacation after the following July 1st. Further, any employee commencing his/her employment on the first working day following July 1st, shall be entitled to the vacation specified in the contract schedule.

Section 15.2. Split Vacation Scheduling. Split vacations shall be subject to 15.1 above and the following conditions;

(a) Employees entitled to four (4) weeks of vacation may schedule two (2) weeks of total vacation usage at times other than July 1 - July 30, However, ten (10) vacation days will be scheduled between July 1 - July 30, the ten (10) vacation days can be either individual or split vacation days as defined in this Agreement,

(b) Employees entitled to three (3) weeks of vacation may schedule one (1) week of total vacation usage at a time other than July 1 - July 30. However, ten (10) vacation days will be scheduled between July 1 - July 30. The ten (10) vacation days can be either individual or split vacation days as defined in this Agreement.

(c) Split vacations must be of a duration of no less than five (5) days, Monday - Friday and must be scheduled with at least five (5) days notice in advance of the usage. Vacation usage is to be approved at the discretion of the Superintendent or his/her designee.

(d) The subject of split vacations will not, during the term of this Agreement, be subject to the Grievance Procedure,

(e) No vacations shall be scheduled during Christmas or Easter recess, or during the last two (2) weeks of August.

(t) No more than one (1) employee in each category may schedule his/her vacation during the same period of time - rated, day custodian, night custodian.

(g) Split vacations shall not be scheduled for firemen during the heating season, approximately depending upon weather conditions.

(h) Split vacation scheduling conflicts shall be resolved by seniority, The employee possessing the greater seniority shall have his/her scheduling choice, but cannot bump another once his/her choice of vacation dates has been made,

(i) Employees are to submit requests for split vacations on or before February 1st prior to the March 1st posting date.

Section 15.3. Posting of Vacations Schedules. Vacations shall be posted by March 1 for vacations scheduled after July 1 which were earned during the twelve (12) months immediately preceding the July date.

Section 15.4. Staffing During Regular Vacation Period. A "skeleton" crew, to be agreed upon between the Superintendent, the Assistant Superintendent and the Union Steward, shall work during the regular vacation period described in Section 15.1 above, and shall take their vacations at an agreed upon time.

Section 15.5. Vacation Entitlement by Length of Service. Bargaining unit employees hired on or prior to June 30, 2012 shall be entitled to vacation time in accordance with their length of service as follows:

- Six months but less than one year – 1 week (forty hours)
- One year but less than seven years – 2 weeks (eighty hours)
- Seven years but less than fifteen years – 3 weeks (one hundred twenty hours)
- Fifteen years and over – 4 weeks (one hundred sixty hours)

Bargaining unit employees hired on or after July 1, 2012 shall be entitled to vacation time in accordance with their length of service as follows:

- Six months but less than three years – 1 week (forty hours)
- Three years but less than ten years – 2 weeks (eighty hours)
- Ten years or more – 3 weeks (one hundred twenty hours)

ARTICLE XVI - HOLIDAYS

Section 16.1. Paid Holidays. Employees shall be granted fifteen (15) holidays with pay during any fiscal term, provided they are in "paid" status on both the last work day before, and the first work day following, the holiday. They are:

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Floating Holiday
5. May 30 (Memorial Day)
6. July 4th
7. November 11 (Veterans' Day)
8. Thanksgiving Day
9. 1st Monday in September (Labor Day)
10. Friday after Thanksgiving Day
11. Christmas Day
12. 2nd Monday in October (Columbus Day)
13. Last working day preceding Christmas
14. Last working day preceding New Year's Day
15. Casimir Pulaski's Birthday

Section 16.2. Payment for Holidays Worked. Any employee required to work on any of the above-named holidays shall receive, in addition to his/her regular pay, the regular overtime rate.

Section 16.3. Observance of Holiday. In the event that any of the holidays fall on Saturday or Sunday, the Friday before or the Monday next following shall be considered and observed as the holiday. However, there shall be exempt from overtime

payment, work performed on those days observed as holidays, when school is in session, that fall on Friday before and/or Monday following a holiday, and the day, if worked, shall be added to the employee's vacation.

Section 16.4. Holidays for Boiler Room Employees. Holidays which fall on days when boiler room are not scheduled to work will have such holidays added to their vacation.

ARTICLE XVII - SUPPLEMENTAL STAFFING

Section 17.1. Temporary Employees Defined. Temporary employees are employees hired by the District either.

(a) to supplement the workforce during the period of a regular employee's injury or illness disability leave, or

(b) to work on projects of a specific duration and which are non-recurring in nature, and are not part of the regular and ongoing duties of bargaining unit members.

Temporary employees may be regularly scheduled to work up to 40 hours per week, dependent upon the needs of the District and the availability of the temporary employee.

Section 17.2. Part-Time Employees Defined. Part-time employees are employees hired by the District to work regular work schedules which do not exceed 37.5 hours per week, from Monday through Friday.

Section 17.3. Casual Employees Defined. Casual employees are employees who are hired by the District solely to substitute for regular full-time employees who are absent from work due to daily sick leave, personal leave, or vacation.

Section 17.4. Use of Supplemental Employees.

(a) The District's use of temporary, part-time, and casual employees shall not be for purposes of displacing regular bargaining unit members, or to evade the District's responsibilities under the Agreement to hire and staff full-time bargaining unit positions in accordance with the Labor Agreement (b) The District may use temporary employees and part-time employees to perform work outside of the historical regular work load of other regular bargaining unit employees, provided such work is appropriate for temporary/part-time employees' expertise and such temporary part-time employees' regular work week does not exceed forty (40) hours.

Section 17.5. Overtime Preferences for Regular Full-Time Employees.

(a) Where overtime opportunities are anticipated in a given work week, sign-up sheets shall be posted for regular full-time bargaining unit members in

appropriate classifications, thereby indicating their desire to volunteer for overtime opportunities in appropriate classifications which arise or may arise during such work week.

(b) Temporary and part-time employees shall not receive opportunities to work (i) in excess of forty (40) hours, or (ii) outside of their regular schedules on weekends, unless and until such overtime opportunities have first been extended to regular bargaining unit employees.

Section 17.6. Compensation for Supplemental Employees.

(a) Temporary and casual employees are not bargaining unit members and shall not be entitled to the benefits and protections afforded by the parties' collective bargaining agreement covering regular full-time Maintenance and Janitorial employees.

(b) Regular part-time employees are members of the bargaining unit and shall receive the appropriate hourly rate of pay for their job classification. Part-time employees shall not be eligible to receive other benefits, except for sick leave and pension contribution to IMRF as required by state law.

Section 17.7. Temporary Summer Help.

(a) Temporary summer help will be drawn primarily from the ranks of students attending higher institutions or trade schools.

(b) Temporary summer employees shall be paid at a flat rate determined by the Board of Education and none shall be entitled to any fringe benefits which accrue to regular employees.

(c) Union temporary work cards shall not be mandatory or a condition of temporary summer employment for employees hired to work less than two (2) calendar quarters. However, summer temporary employees may pay temporary Union dues.

ARTICLE XVIII - MISCELLANEOUS

Section 18.1. Reservation of Rights, Duties, and Powers. The Board intends that this Agreement shall not conflict with, contravene, abrogate, diminish nor affect in any way the powers, authority, duties and responsibilities vested in the Board by law.

Section 18.2. Amendments to Agreement. The Board and Union agree that this agreement shall not be construed as prohibiting the parties from making such other temporary arrangements for the convenience of the Board, its administration, or the Union, as maybe mutually agreed upon, during the term of this contract. Such temporary arrangements shall not be construed as establishing precedent or serving as a basis for future contractual agreements.

Section 18.3. Savings Provision. if any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with the minimum standard of the School Code, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Any substitute action shall be subject to consultation and negotiation with the Union.

Section 18.4. Term of Agreement.

(a) The foregoing terms and conditions of employment for the bargaining unit represented by Service Employee Local No, 73, are hereby adopted by the Board of Education, Proviso Township High Schools, District No, 209, Cook County, Illinois, effective on the date of execution by the parties.

(b) The provisions of this Agreement shall supersede all prior agreements and shall be effective through June 30, 2021 unless otherwise agreed to in writing.

Section 18.5. Complete Agreement. This Agreement constitutes the entire agreement between the parties concerning wages and terms and conditions of employment for its term. The parties hereby agree that this Agreement terminates and supersedes any and all prior agreements and practices, whether covered by this Agreement or not Except as expressly set forth in this Agreement, each party voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, 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; provided, however, that the parties may at any time amend this Agreement in writing by mutual consent.

ARTICLE XIX - NO STRIKE/NO LOCKOUT

Section 19.1. No Strike/No Lockout Commitment. During the term of this Agreement, the Union shall not authorize, and the employees shall not engage in, any strike, job action, work stoppage, work slowdown or similar activities, and the District shall not lock out bargaining unit employees.

ARTICLE XX- RETIREMENT

Section 20.1. Retire Severance Pay. For any individual who (1) achieves at least fifteen (15) years of consecutive service with the District in this bargaining unit, (2) is at least fifty-five (55) years of age and (3) has applied and been approved for retirement pursuant to the rules and regulations of the Illinois Municipal Retirement Fund the District shall pay a retirement severance payment, in the amount of \$125 for each year of service of the employee, dating from the first date of continuous employment This

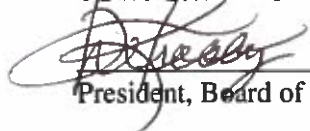
payment shall be made to the employee as a post-retirement severance payment forty-five (45) days after the employee's receipt of his/her final paycheck.

20.2 Sick Leave Buyback. Upon surrender of all eligible sick leave days to IMRF for service credit towards retirement, the employee will receive thirty-five (\$35.00) per day for unused sick leave up to a maximum of two thousand dollars (\$2,000). This payment shall be made to the employee as a post-retirement severance payment forty-five (45) days after the employee's receipt of his/her final paycheck.

ARTICLE XXI - EXECUTION

This contract, when signed by the President and Secretary of the Board of Education and the Union and President and Secretary, shall be effective from the date of execution by the parties, and through June 30, 2021.

BOARD OF EDUCATION OF PROVISO
TOWNSHIP HIGH SCHOOLS DISTRICT 209



President, Board of Education



Secretary, Board of Education

SEIU LOCAL 73



SEIU Local 73 Co-Trustee



SEIU Local 73 Co-Trustee

APPENDIX "A" - WAGE SCHEDULE

I. Tiers

- A. Employees hired on or prior to June 30, 2012, shall be considered Tier I employees within the Custodial and Maintenance Union.
- B. Employees hired on or after July 1, 2012, shall be considered Tier II employees within the Custodial and Maintenance Union.
- C. Employees within the Custodial and Maintenance Union shall be paid according to the Tier in which the individual employee is placed.
- D. Upon the retirement, resignation, attrition or termination of all employee(s) placed in Tier I, the Tier shall be eliminated. No new employees shall be added to Tier I on or after July 1, 2012.

II. Classifications

- A. There shall be two (2) classifications in which all of the Custodial and Maintenance Union may belong regardless of which Tier an employee is placed.
- B. Custodian is the first classification in which an employee of the Custodian and Maintenance Union may belong.
 1. The Custodian Classification shall have two (2) types of Custodian employees:
 - a. Day Custodian
 - b. Night Custodian (2nd or 3rd Shift)
 2. The Custodian and Maintenance Classification shall permit a shift differential rate of \$0.25 per hour.
- C. Maintenance is the second classification in which an employee of the Custodian and Maintenance Union may belong.
 1. The Tier I Maintenance Classification shall have four (4) types of Maintenance employees from July 1, 2017:
 - a. Lead Fireman
 - b. Fireman
 - c. Maintenance I
 - d. Maintenance II – This shall be any employee who was in the Maintenance Classification on June 30, 2012 and was assigned to the Para-Maintenance, Para-Fireman or Assistant Groundsman Position and has not otherwise taken a higher paying position within the Classification subsequent to June 30, 2012. The Union and the Board will meet and reach agreement regarding the employees who are within this employee group.

2. The Tier II Maintenance Classifications shall have two (2) types of Maintenance Employees:

- a. Fireman
- b. Maintenance

In addition, the District may, at the beginning of each fiscal year, based upon approval from the Board of Education, provide a stipend to the individual(s) who perform certified maintenance skills as the primary assignment. The certified maintenance skills which are subject to a stipend, in addition to the individual's regular salary, are defined below:

- a. Electrician
- b. Plumber
- c. Carpenter
- d. Lead Fireman

The individual(s) shall receive the approved stipend for the fiscal year in which the stipend is granted by the Board. However, there is no guarantee that the individual(s) shall receive the stipend in any fiscal year except for the year in which the stipend is approved by the Board as the stipend is subject to award/approval each fiscal year.

3. Maintenance employees shall be required to possess the necessary certifications and job requirements listed in the job posting in order to be assigned to this classification as well as to receive the stipend for certified maintenance work performed during a fiscal year as approved by the Board.

D. When a vacancy is created in a Maintenance I position, a qualified individual with the most seniority in Maintenance II shall be offered said position and his/her salary shall be increased to the base Maintenance I rate for a Tier I employee. If there are no qualified employees in the Maintenance II group, a qualified employee from the Custodial classification may be transferred to the vacancy. Any employee within the Custodial and Maintenance Union who is transferred or moved from the Custodial classification to the Maintenance Classification shall receive the following salary.

- 1. A Tier I employee transferred to a Maintenance position shall receive the Tier I base salary a Maintenance II employee or a five percent (5%) increase, whichever is higher and shall be considered in the Maintenance II position.
- 2. A Tier I employee transferred to the position of Fireman or Lead Fireman shall receive the Tier I base salary of a Tier I Fireman or Lead Fireman or a five percent (5%) increase, whichever is higher.
- 3. A Tier II employee shall receive the Tier II base salary for the type of employee group where the employee is placed or a five percent (5%) increase, whichever is higher.

4. Any employee voluntarily transferring from the Maintenance Classification to the Custodial Classification, shall have his/her salary reduced to the base pay for the respective tier of the employee.

III. Annual Increases

1. 2017-2018 – All employees shall receive a \$1,100 annual raise (retroactive to July 1).
2. 2018-2019 – All employees shall receive a \$1,100 annual raise.
3. 2019-2020 – All employees shall receive a \$1,100 annual raise.
4. 2020-2021 – All employees shall receive a \$1,100 annual raise.

Tier II starting salary for 2017-2018

1. Custodian: \$30,550
2. Maintenance: \$34,550
3. Fireman: \$34,550

The starting salaries shall increase each year at 50% of the amounts set forth above for annual raises.

Tier I Base Salaries

1. Lead Fireman: \$76,120
2. Fireman: \$69,213
3. Maintenance I: \$69,213
4. Maintenance II: \$62,288
5. Custodian: \$59,600

The Tier I Base Salaries shall increase in the same amounts as set forth for annual raises.