

LABOR AGREEMENT

BETWEEN

**West Harvey-Dixmoor Public School
District #147**

AND

**Illinois Council 31 "AFSCME"
American Federation of State, County
& Municipal Employees AFL-CIO
With LOCAL 93**

July 1, 2022, to June 30, 2027

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ARTICLE I
PREAMBLE

Section 1

This Agreement is entered into by the Board of Education of West Harvey/Dixmoor Public School District #147, Cook County, Illinois, hereinafter referred to as the Employer of the Board, and AFSCME Council 31 on behalf of and with Local Union #93, Illinois Council 31, American Federation of State, County and Municipal Employees, hereinafter referred to as the Union.

Section 2

It shall be the purpose of this Agreement to establish standards of conditions of employment applicable to employees under which they shall work for the Employer during the tenure of this Agreement and to regulate employment relations between the parties for the purpose of securing and maintaining harmonious cooperation and the settling of disputes, by peaceful means, that may arise affecting the employer-employee relationship.

Section 3

In consideration therefore of the mutual promises made, an Agreement is hereinto entered, and the Employer and the Union agree as follows:

ARTICLE II
RECOGNITION

The Employer agrees to recognize the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, employee fringe benefits for the Custodial Staff, Library Clerks, Administrative Assistants, Truant Officers, Translators, Paraprofessionals, Payroll Clerks and Nurses' Aide of the Employer, and the following employees collectively referred to as "Food Service Workers": (1) food service line server, (2) food service cashier, (3) food service cook, (4) food service assistant cook and (5) food services utility worker, except employees in the following categories: Attendance Officers who are certified as Teachers; Administrators; Administrative Secretaries of the Superintendent; Assistant Superintendent; Directors; Business Manager; Director of Buildings and Grounds; Payroll Assistant; Accounts Payable Assistant; Food Service Director; Confidential Receptionists; Confidential Secretary to the Director of Special Education, and the Operations Assistant to the Business Manager.

ARTICLE III

MANAGEMENT RIGHTS

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

1. To maintain executive management and administrative control of the School District, its properties and facilities, and the activities of its employees as related to the conduct of school affairs.
2. As consistent with the provisions of this Agreement: to hire and select employees for their assignment, promotion and transfer; to supervise all employees and their work; and to determine employees' discipline and dismissal.
3. To make all reasonable rules and procedures to assure the orderly and effective work and operation of the School District.
4. To determine work schedules, the hours of work, and the duties, responsibilities and assignments of employees with respect thereto.

ARTICLE IV **UNION RIGHTS**

Section 1. UNION ACTIVITIES DURING NON-WORKING HOURS ON SCHOOL PREMISES

The Employer agrees that on school premises, but during non-working hours, Union officers or stewards shall be permitted to:

- A. Post notices on Union bulletin boards;
- B. Distribute Union literature to building representatives or stewards and distribute literature to members via employee's mail boxes;
- C. Solicit Union membership during the the other employees' non-working hours; and
- D. Meet in any school building outside regular working hours in a room agreeable to the principal of the building in accordance with Board policy on use of buildings.

Section 2. UNION ACTIVITIES DURING WORKING HOURS

The Employer agrees that during working hours and without loss of pay, employees shall be permitted to:

- A. Attend grievance meetings. The number of employees attending these meetings during working hours shall be limited to two.
- B. Transmit communication authorized by the Union or its officers to the Board, or the Superintendent or his/her designee.
- C. Consult with the Superintendent or his/her designee concerning enforcement of any provision of this Agreement providing that a Union officer or steward is present. In taking reasonable time off for the above A, B, and C, the Employee shall give appropriate notice to his/her supervisor.
- D. An employee may not leave his/her work assignment to attend any meetings or perform any duties in this section without first obtaining permission from his/her supervisor. Such permission shall not be unreasonably denied.
- E. An employee may not leave his/her work assignment to attend any meetings

Section 3. UNION BULLETIN BOARDS

It is agreed that the Union shall have space provided in the Teachers' Lounge for a Union bulletin board. It is understood that said bulletin board shall be used for:

- A. The posting of Union literature, meeting notices and other information of interest to Union members;
- B. Material of non-defamatory or non-disruptive nature; and
- C. Those matters not appropriately handled by the provision of Article IX (Grievance Procedures) of the Agreement. (Except that notices of grievance settlements or grievance meetings shall be permissible).

Section 4. Conventions, Conferences and Seminars

Employees may attend conventions, state-wide conferences and/or seminars subject to the approval of the Superintendent or his/her designee.

The Union may use up to five (5) working days, to send delegates to any Union convention, conference and/or seminar, without loss of pay, upon receiving written approval from the Superintendent or his/her designee. Each request must be into the Superintendent's office at least ten (10) days in advance of the requested date(s), except in case of bona fide emergency as can be verified.

Once a year, a union employee shall be allowed to attend at no loss of pay one day of certified stewards' training. The Union President must give notice of the requested day off and the identity of the employee to attend the training to the Superintendent or his/her designee 20 working days prior to the requested day off. The Employer may refuse the request if the requested dates conflicts with significant District events such as state testing, first week of school or the last week of school.

Section 5. School Calendar

The Union President shall receive a copy of the final school calendar within five working days of its approval by the Board.

Section 6. Board Meetings and Minutes

The Union President shall be notified through email message of all regular and special meetings of the Board, together with a copy of the agenda, at the same time as Board members. In addition, the Union President shall receive through email message a copy of Board minutes for each meeting, once they are approved.

**ARTICLE V
UNION SECURITY**

Section 1. Union Membership

Union membership is voluntary. All employees covered by this Agreement who are members of the Union on the effective date of this Agreement or who become members of the Union after such date shall have Union dues deducted from the employee's paycheck in accordance with **the provisions of Public Act 101-620**. Employee requests to authorize, revoke, cancel or change authorization for payroll deductions shall be provided to the Union.

Section 2. Indemnification

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. It is agreed that the Employer shall neither discourage nor encourage membership in the union.

Section 3. Dues and Other Payroll Deductions

The Employer agrees to deduct dues and voluntary P.E.O.P.L.E. contributions from the pay of those employees who individually request, in writing on authorization cards furnished by the Union, that such deductions be made.

The Employer shall remit the aggregated deduction of all employees on a bi-weekly basis to the Union at the address designated in writing by the Union to the Employer. Along with the remitted

deduction, the Employer shall give to the Union in an electronic form a list in an Excel file or other editable digital file format agreed to by the exclusive representative of the employees included in the remitted amount, the last known address of each employee, the amount of his/her individual deduction, the employee's job title, worksite location, work telephone number, home and personal telephone numbers on file (if any). The Union shall advise the employer of any increase in deductions in writing at least fifteen working days prior to the effective date of said increase.

Section 4. Union Notification of New employees

The Superintendent or his/her designee will notify the President of the Union, in writing as to the names and classifications of new employees. The notification shall normally occur within ten (10) working days of a new employee's start date.

Section 5. Union Orientation

At the beginning of the school year, in August, at the conclusion of the "Teacher Institute Day Program," the Union shall be given the opportunity to make a presentation for the purpose of the orientation of new employees.

In addition to the orientation at the beginning of the school year, the Union shall be given time and space before or after working hours for the purpose of Union Orientation at the conclusion of the School Improvement Days and/or Staff Articulation Days, if requested.

Notwithstanding the above provision, the employer shall comply with Public Act 101-620 regarding orientation of new employees.

ARTICLE VI
EMPLOYEE'S POLITICAL RIGHTS AND RESTRICTIONS

Section 1

All employees in the District shall enjoy the rights and privileges of any citizen in all matters of political nature. No employee, during working hours for which salary is received, shall use or be required to use at any time classrooms, buildings, students, school equipment or school materials for the purpose of solicitation, promotion, election or defeat of any proposition or candidate for public office.

Section 2

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

ARTICLE VII
NO DISCRIMINATION

General Clause

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discriminations as to age, sex, handicap, marital status, race, color, creed, national origin, religion, sexual orientation, or political affiliation. The Union and the Employer shall share equally the responsibility for enforcement of this provision.

ARTICLE VIII
SENIORITY

Section 1. Definition

Seniority is defined as an employee's length of continuous service with the District since his/her last date of hire except as provided in Section 8 of this Article. Food Service Workers shall only accumulate seniority based upon each employee's length of continuous service as a District employee and will not include any term served as an employee of another contractor providing services within the District.

Section 2. Seniority Roster

By February 1 of each year, the Superintendent or his/her designee shall post on a prominent bulletin board in each building, a current seniority roster according to classification, noting date of hire and position. The Superintendent or his/her designee will provide to the Union President the current seniority roster five working days before it is posted on the bulletin board.

The Classifications are as follows: Building Head Custodians, Hourly Custodians, Library Clerks, Administrative Assistants, Truant Officers, Translators, Paraprofessionals, Intermediate Bilingual Paraprofessionals, Early Childhood Bilingual Paraprofessionals, Nurses' Aides and Food Service Workers.

Section 3. Filling of Vacancies:

A. The Employer shall determine if there is a permanent vacancy to be filled.

B. Employees within a classification who desire a change in shift, or location of their job assignment shall request such change in writing on the Employers form at any time for the remainder of the calendar year. When filling a vacancy, the Employer shall select the most senior employee in the job classification who has such a request on file prior to any notice of posting being sent to the Union, provide the employee has the

present ability to perform the required work without further training after a

sixty-day orientation period.

- C. Permanent vacancy opportunities for newly created positions, promotional positions and transfers will be posted as they occur on a bulletin board in each building for a period of Seven (7) working days. The posting shall include the job title, classification, work location(s), general requirement, and rate of pay. A copy of each posting will be provided to the President of the Union at the time of posting. The Administration retains its prerogative to temporarily fill said vacancies until a qualified person is hired for the posted position.
- D. When filling a posted vacancy, the Administration will select the most qualified individual applying for the position. When qualifications are substantially equal, seniority will prevail.
- E. Applicants who are not selected shall be so notified by the School District.

Section 4. Choice of Vacation Periods

Vacations shall be picked in the order of seniority within the respective seniority groups by classification.

Section 5. Notice of Layoff

If a member of the bargaining unit is to be dismissed (layoff) as a result of a decision by the Board to decrease the number of employees employed by the Board or to discontinue some particular type of service, written notice shall be given the affected employee(s) forty-five (45) days prior to the date of the reduction together with a statement of honorable dismissal. The Union President will be provided a copy of any such resolution by the Board.

Upon written request by the Union, the Board and/or its designee agrees to meet with the Union, to discuss Union proposals for alternatives to layoffs. Should layoffs be necessary they shall be by inverse order of seniority within classifications.

Section 6. Recall

Employees who are laid off shall be placed on recall list for one year following the date of their layoff. If the Board has any vacancies in specific classifications covered by this Agreement, said position(s) will be first offered to eligible employees placed on layoff status so far as they are qualified to hold such positions. The recall process shall be made according to seniority in each classification. The affected employee shall have five (5) working days from the date he/she received the certified letter from the District to make a determination to return or not return to the District.

If the decision is made not to return to the District, then said employee will no longer be on the District recall list. During the layoff, the affected employee(s) retain the obligation

and responsibility to provide the Superintendent or his/her designee with his/her latest mailing address and telephone number.

Upon returning to work from recall, the employee shall receive up to thirteen (13) sick days and three (3) personal days as stated in Article XV, Section 1, and Article XVI, Section 8. Said sick and personal time shall be prorated from the date the employee returned to work.

Section 7. Probationary Period

The first ninety (90) working days of employment shall be a probationary period during which time the employee may be laid off or dismissed at the discretion of the Employer.

"Subs" or "on-call" custodians that work for the Employer shall, when hired as permanent custodians, have their most recent consecutive time worked as a "sub" counted towards the contractual ninety (90) days probationary period and their seniority shall start from the date hired as a permanent custodian when such employment of the time counted is continuous.

Section 8. Former Employee Rehired

Former employees rehired by the Board shall receive up to a maximum of five (5) years of seniority credit for employment prior to the break in employment service. This status shall only apply to service as a District employee and shall not include any term served as an employee of another contractor providing services within the District.

Section 9. Job Assignment

Except in cases of emergencies, all employees shall be notified, no later than May 15th in writing, of their expected assignment for the next school year. The Board reserves the right to change this assignment on or before August 1 based on the needs of the District. If the assignment is changed, the affected employee and the Union President will be notified as soon as possible, but no later than August 1.

Section 10. Involuntary Transfer

In the event a building is closed or job(s) are eliminated, all employees involved shall be informed, in writing, of all District vacancies as soon as they occur, for the coming year.

Employees will be given until May 1st of the calendar year that the building is closed, or the job(s) eliminated, to notify the Superintendent of their first (1st), second (2nd) and third (3rd) choice of buildings.

The Superintendent shall consider "District Seniority" in filling the available positions. If the employee is not given his/her first (1st) or second (2nd) choice, he/she shall have

the opportunity to meet with the Superintendent, with the Union present, to discuss options.

ARTICLE IX JOB DESCRIPTIONS

Section 1. Changes

When the Employer changes the content of a job description of a bargaining unit employee, notification of the change shall be sent to the Union President and the affected employee(s). Upon reviewing the revisions of a job description, the Union retains its right to file for impact negotiations with ten (10) working days of receiving the revised document or it can demand a meeting with the Employer to confer about the suggested changes. If the change in a job description results in a new classification not covered by this Agreement the Employer shall meet and negotiate regarding an appropriate rate of pay for the new classification with the Union. Upon concluding the meeting process as described above, the affected employee(s) and the Union President shall receive a copy of the revised job description.

Section 2. Other Duties Assigned

The phrase "and other duties assigned" in a job description shall be construed to mean those other duties assigned which are reasonable within the scope of the duties related to the job.

No employee shall be assigned to perform tasks which do not normally constitute their regular work except in cases of emergency.

ARTICLE X GRIEVANCE PROCEDURE

Section 1. General Procedures

A grievance is defined as any difference, complaint or dispute between the Employer and the Union or any employee regarding the application, meaning or interpretation of this Agreement or arising out of other circumstances or employment, or conditions of employment shall be resolved in the following manner:

- Step1:** The Union steward, or other officer, with or without the employee, shall meet with and present the grievance or dispute in writing to the employee's immediate superior within fifteen (15) working days of its occurrence.
The supervisor shall then attempt to adjust the matter or resolve the grievance and shall respond to the steward or other officer within **ten (10)**

working days of said meeting. In instances of hiring, discipline or discharge, the Union may initiate the grievances at Step 2.

Step 2:

If the grievance has not been settled, it shall be presented, in writing, by the Union steward, officer or Union representative to the Superintendent of Schools within ten (10) working days after receiving the Step 1 response or, within ten (10) working days after the immediate supervisor's response was due. Within **ten (10)** working days after receiving the grievance, the Superintendent shall meet with the Union and the employee shall attempt to resolve the grievance. The Superintendent shall respond in writing to the Union steward, officer, or Union representative, within **ten (10)** working days of said meeting. Union.

Step 3:

If the grievance has not been settled or resolved in the previous step, the Union shall, within ten (10) working days after receiving the Step 2 response or within ten (10) working days after the response from the Superintendent was due, present the written grievance to the Board of Education. The Board of Education shall then afford the Union and employee the opportunity to meet with them and present their grievance in person at the next Closed Session meeting. Within **ten (10)** working days of said Closed Session meeting, the Board shall respond in writing to the Union and the Employee.

Step 4:

If the preceding procedure fails to solve the grievance or dispute, either party may, within fifteen (15) days after the reply of the Board of Education is due, by written notice to the other, request that the grievance or dispute be referred to arbitration.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the parties within **ten (10)** working days after notice is given. If the parties fail to reach agreement on an arbitrator, the American Arbitration Association shall be requested to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel; the remaining name shall be the arbitrator.

The decision of the arbitrator shall be final and binding on the parties. When rendering his/her decision, the arbitrator shall not amend, modify, ignore, or add to the provisions of this Agreement. His/her authority shall be limited to deciding only the issue or issues presented to him/her in writing by the Union and Board, and his/her decision must be based solely Upon his/her interpretation of the meaning or application of the express. Union Relevant language of this Agreement.

The arbitrator shall render his/her decision within sixty (60) calendar days after the conclusion of the hearing date(s) and filing date of post-hearing briefs if such briefs are to be submitted. The decision of the arbitrator shall be implemented in accordance with the direction contained in the award. Expenses for the arbitrator service and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representative and witnesses.

Upon written request to the other party, at any step of the grievance procedure prior to arbitration, either party shall be given documents reasonably available and pertinent to the grievance under consideration, to which the requesting party is legally entitled.

The Union shall not advise or represent any employees before any Federal or State anti-discrimination administrative agency where the events giving rise to the employee's claim have been arbitrated under the grievance procedure of this Agreement.

The time deadlines in this Section may be extended upon the written consent of all parties to the grievance and/or arbitration.

Section 2. No Assistance to the Union

Nothing contained in this grievance procedure shall preclude an employee from processing a grievance without assistance of the Union up to, but not including arbitration, except that the terms of the settlement of any grievance shall not be inconsistent with the terms of this Agreement. The Employer shall advise the Union of any such grievance and a Union representative shall have the right to be present during all meetings with the employee concerning the grievance.

ARTICLE XI NO STRIKES - NO LOCKOUTS - NO PICKETING

It is agreed by the parties that during the term of this Agreement, there shall be no strikes, slowdowns or work stoppage, nor picketing in any manner which would tend to disrupt the operation of any school in the School District by the Union and no lockout by the Employer.

ARTICLE XII DISCIPLINARY ACTION

Section 1-a. Process

Discipline, generally, shall be corrective and progressive and except for unusual and severe circumstances, shall include the following:

- A. Oral Reprimand (verified in writing)
- B. Written Reprimand (including potential consequences)

- C. Suspension (notice in writing)
- D. Discharge (notice in writing)

Section 1-b. Serious/Aggravated Offenses

If it is understood that certain offenses are considered so serious or aggravated, that the District is justified in skipping one or more of the progressive discipline steps. Examples of such offenses are as follows:

- A. Sleeping on the job
- B. Stealing
- C. Drinking alcohol on the job
- D. Fighting on the job
- E. Threatening or intimidating
- F. Being under the influence of alcohol
- G. Job abandonment
- H. Using controlled substances (illegal drugs, etc.)
- I. Gross Insubordination
- J. Excessive Absenteeism, (for example, continuing absence, without excuse, after exhaustion of annual sick days).

Section 2. As a Grievance

Any disciplinary action or measures imposed upon an employee may be processed as a grievance through the regular grievance procedure. Disciplinary action shall be imposed only if it is for just cause.

Section 3. Tardiness

All bargaining unit employees suffer unforeseen incidents which may cause a tardy, i.e. trains, flooded areas, etc.

Three (3) or more occurrences of being tardy during a **45- working** day period shall be considered excessive and shall be subject to discipline pursuant to **Section 1-a**, above.

Section 4. Pre-Disciplinary Meeting

For discipline other than oral reprimands the Employer shall schedule a date and time for a pre-disciplinary meeting with the employee involved and notify the employee of the reason for such contemplated disciplinary action.

Employees shall be informed of their right to Union representation and shall be entitled to such, if so requested by the employee. The employee and Union representative, if so requested, shall be given the opportunity to rebut or clarify the reasons for such discipline. If requested, and mutually agreed, reasonable extensions of time for rebuttal purposes will be allowed when warranted.

Section 5: Oral Reprimands

In cases of oral reprimands, the supervisor will inform the employee that he/she is receiving an oral reprimand and the reason for such discipline.

Section 6: Notification and Measure of Disciplinary Action:

In the event disciplinary action is taken against an employee, other than issuance of an oral reprimand, the Employer shall promptly furnish the employee, in writing, a clear and concise statement of the reason(s) therefor. The employee shall be notified that he/she is entitled to representation by the Union. The measure of discipline and the statement of reasons may be modified after investigation of the total facts and circumstances. But once the measure of discipline is determined and imposed, the Employer shall not increase the discipline for the particular act of misconduct, which arose from the same facts and circumstances, unless such facts and circumstances were previously known.

**ARTICLE XIII
LABOR/MANAGEMENT MEETINGS**

Upon request of either party, the Employer and the Union shall meet to cooperatively discuss and solve problems of mutual concern.

The party requesting the meeting shall prepare and submit an agenda to the other party five (5) days prior to the scheduled meeting, except in case of an emergency. If the other party has an agenda, they shall submit it accordingly.

These meetings shall be scheduled by the Administration, and if during working time, the Board shall pay the Union's employee representatives in attendance, their normal rate of pay.

**ARTICLE XIV
MISCELLANEOUS PROVISIONS**

Section 1. Tools and Equipment:

The Employer shall provide necessary equipment. Tools, and materials required to perform any assigned task in a safe and reasonable manner. All schools shall have equal use of District equipment, when available.

A desk, chair, and secure place for personal items shall be provided in each work area of every paraprofessional.

Section 2. No Decrease In Benefits:

The Employer shall not reduce, diminish nor eliminate any existing practice, benefit, or condition of work, which may not be explicitly covered in this Agreement, which are beneficial to the employees during the term of this Agreement.

Section 3. Insurance

The Employer agrees, beginning with the effective date of the Agreement, to pay the employees' hospitalization insurance premiums for the hospitalization insurance plan now in effect. Only those Food Service Workers who regularly work in excess of thirty (30) hours per week shall be eligible to participate in the hospitalization insurance plan in effect.

The Board shall provide, at the Board expense, a \$50,000 term life insurance policy on each employee. The employee shall designate the beneficiary.

Section 4. Direct Supervision

All administrative assistants and paraprofessionals shall be under the direct supervision of the building principal. Supervision of the Building Custodian and Custodial Hourly shall be shared by the Director of Buildings & Grounds and the building principal. Food Service Workers shall be under the direct supervision of the Food Service Director and the building principal.

Section 5. Reimbursed Job Connected Schooling

All employees shall be reimbursed for the cost of the job-related educational courses that have been approved by the Superintendent or his/her designee. All employees that receive educational reimbursement must remain employed for one (1) year after completing the course or repay all monies back to the District.

- A. Employees will receive full reimbursement for courses in which they receive a grade of B or better or a passing score for pass/fail courses
- B. Custodial Personnel must have a certificate before they can receive full reimbursement.

Section 6. Pro-rated Benefits

Regular custodial hourly employees assigned to shifts of less than eight (8) hours per day shall receive all benefits in this Agreement on a pro-rated basis consistent with the number of hours normally worked by them.

Section 7. Employee's Files

Each employee shall have the right to review the contents of his/her permanent personnel file, except confidential material as defined by law, upon making a request at least three (3) working days in advance. When the permanent personnel file is reviewed by the employee, a representative of the Superintendent's Office will be present. The employee may not be permitted to remove any materials from the file.

In the event an employee would like to have documents provided to him/her from the permanent personnel file, he/she can make the request on the Personnel Records Inspection Request. It is understood that "confidential material," as defined above, will not be provided.

An employee shall be given a copy of any material being placed in his/her permanent personnel file, except for "confidential material," as defined above.

An employee may attach a rebuttal to any **write-up** placed in his/her permanent personnel file within ten (10) workdays of receiving said **write-up**. **Write-ups** relevant to substantiate a disciplinary action shall be placed in the permanent personnel file, with the affected employee having the right of rebuttal as defined above.

Section 8. Failure to Report Absence

Failure of employees to report absences for five (5) consecutive days shall constitute job abandonment and/or termination.

ARTICLE XV **SICK LEAVE**

Section 1. Accumulation

- A. All full-time, twelve (12) month employees shall be entitled to fifteen (15) days annually, accumulated pro-rata on the basis of days actually worked. Unused sick leave may be accumulated without limitation.
- B. All full-time eleven (11) month employees shall be entitled to fourteen (14) days per year, accumulated pro-rata on the basis of days actually worked. Unused sick leave may be accumulated without limitation.
- C. All full-time ten (10) month employees shall be entitled to fourteen (14) days per year, accumulated pro-rata on the basis of days actually worked. Unused sick leave may be accumulated without limitation.

D. All part-time ten (10) month employees shall be entitled to ten (10) sick days per year. Unused sick leave may be accumulated without limitation.

Section 2. Use.

Sick leave is available for personal illness, quarantine at home serious illness in the immediate family or household disability, or injury of an employee, death in the immediate family or household, or for birth, adoption, or placement for adoption.

The term "immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, and legal guardians. Stepchildren and foster children shall be included in this definition to a maximum of four (4) days a year.

Sick leave used for birth of a child is limited to sixty (60) working days unless more is needed as certified by a physician, and available.

Sick leave used for adoption or placement for adoption is limited to thirty (30) days.

Sick leave use relating to the birth of a child(ren) must be taken contiguous with the birth event.

Administrative assistants, paraprofessionals, food service workers and custodians shall, as a condition to the granting of such leave, notify his/her building principal and Superintendent or designee as soon as possible of the need to take sick leave.

The Board may, through the Superintendent or his/her designee, require an employee written notice of the need for sick leave and may reasonably request a medical certificate to determine fitness to take such leave or to return to work, all as permitted by law.

Section 3. Family and Medical Leave

Eligible Employees are entitled to leave according to the terms of the Family and Medical Leave Act ("FMLA") subject to the following provisions:

- A. "Eligible Employees" means an employee who has been employed by the District for at least twelve (12) months and who has worked at least 1,250 hours during the twelve (12) months preceding the period of the requested leave.
- B. Eligible Employee will be granted FMLA leave up to a total of twelve (12) weeks for one or more of the following conditions:
 - 1. The birth of a child and the care for the newborn child.

2. The placement with the employee of a child for adoption or foster care and the care for the newly placed child.
3. To care for the employee's spouse, child, parent, or employee's household with a serious health condition.
4. A serious health condition that makes the employee unable to perform one or more of the essential functions of his or her job.
5. For certain qualifying emergencies. As defined by FMLA, arising out of a covered military member's active-duty status, or notification of an impending call or order to active-duty status, in support of a contingency operation.

FMLA leave shall be extended for up to twenty-six (26) weeks per twelve (12) month period to care for a spouse, son, daughter, parent or next of kin, who is a covered service member recovering from a serious injury or illness incurred in the line of duty on active duty.

- C. The twelve (12) month period in which the twelve (12) weeks of leave may be taken will be calculated under a rolling twelve (12) month period measured backward from the date an employee uses any FMLA leave. Under this method, each time an employee takes FMLA leave, the remaining leave entitlement would be any balance of the twelve (12) weeks, which has not been used during the immediately preceding twelve (12) months.
- D. Employees taking FMLA leave to care for a child, spouse, parent, employee's household, or employee's own serious health condition may use accrued paid sick leave days concurrently with the running of the period of FMLA leave. For that period of FMLA leave for the birth and care of a newborn child during which the employee is unable to perform one or more of the functions of his or her job, the employee may use accrued paid sick leave days (for conditions for which sick leave is applicable) concurrently with the running of the period of FLMA leave.
- E. In any case in which the necessity for FMLA leave is based upon an expected birth or placement for adoption or planned medical treatment for a serious health condition of the employee, family member, or member of the employee's household, the employee will provide the Superintendent with at least thirty (30) calendar days Advance written notice of the date the leave is to begin. When the need for FMLA leave is due to unforeseen circumstances and advance notice is not practicable, the employee will provide notice of the need for such leave as soon as possible. Whenever feasible, the employee will provide the Superintendent with at least thirty (30) calendar days advance notice of intent to return from the leave.

F. FMLA leaves will be governed by the terms of the Act and the regulations issued by the U.S Department of Labor, subject to the terms of this Agreement. In the event the Family and Medical Leave Act is repealed, then this section of this Article will no longer be in force and effect.

Section 4. Sick Leave Bank:

The Parties agree that bargaining unit employees shall be eligible to use the Sick Leave bank pursuant to Side Letter in Addendum A.

Section 5. Notification of Accrued Benefits:

By September 15 of each year, each employee shall be provided a statement of his/her available benefit time (sick, personal, and vacation). Accrued sick leave shall be noted on each employees' paycheck.

**ARTICLE XVI
LEAVES OF ABSENCE**

Section 1. For a Union Position:

Leaves of absence shall be granted, without pay, to employees who are elected, delegate or appointed to participate in duly authorized business of the Union, which requires absence from the District. These absences shall not exceed one (1) week in duration nor more than any accumulated absence of one (1) month in any one year. Except that an employee, who take extended leave for full-time Union activities shall hold re-employment and seniority rights for a period of one (1) year.

Section 2. Military Leave:

Any employee who is a member of a reserve force of the Armed Forces of The United States, or of the State of Illinois, and who is ordered by the appropriate authorities to attend training programs or performed assigned duties, shall be granted a leave of absence, without pay, during the period of such activity.

Any employee who enters into the active service of the Armed Forces of The United States, while in the service of the Employer, shall be granted a leave of absence, without pay, for the period of such service. This provision does not apply to re-enlistment and providing the employee to report ready for work within ninety (90) days following discharge from the Armed Forces.

Section 3. Maternity Leave:

The Board may grant an employee, upon written request, parental leave without pay.

The employee on parental leave shall not accrue any employment benefits. The employee may elect to continue in the District's hospitalization insurance program at his/her own expense, payable quarterly, in advance, and further provided that such continuation is approved by the carrier.

An employee on parental leave is required to notify the Superintendent or his/her designee sixty (60) days before the employee's anticipated return.

Leave may be granted for a period of time which shall allow a maximum of one (1) year following birth.

An employee on parental leave shall be entitled to return to the same job held at the time leave commenced, or, if the position is not available, to a comparable position.

Section 4. Jury Duty Leave

Employees required to perform jury duty service shall receive their full regular compensation for the time that they are away from their job; however, employees are required to tender their jury stipend to the District. A copy of Jury Duty notification is to be presented to the District.

Section 5. Educational Leave

Employees, with the approval of the Employer, shall be able to take, without pay, an educational leave of absence.

Section 6. Medical Leave

Employees shall be entitled to a leave of absence for illness or any other confirmed medical reason during a school year upon presenting medical verification. This provision only extends to the school year in progress and is not intended to go beyond the school year in progress. However, the Board will review a written request for an extension, with approval or disapproval remaining a Board prerogative. Upon returning to work, the affected employee must submit a doctor's statement.

Section 7. Personal Leave

Leaves with pay for personal or business matters for not more than two (2) days in any school year. Personal business days may be converted to sick leave if not used. When personal leave is taken, the immediate supervisor shall be notified at least forty-eight (48) hours in advance of the absence whenever possible. Personal leave may not be taken the first two weeks of school or last two weeks of school, or the day before or after a holiday, except in case of emergency.

Section 8. Bereavement Leave

All employees shall be allowed up to a total of six (6) days absences, per school year without loss of pay, for the death of a member of the immediate family. The immediate family will be defined as: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, legal guardians, foster children, stepchildren, aunts, and uncles.

Section 9. Battery Leave

Whenever an employee is absent from school as a result of a battery inflicted upon the employee on Board property or on non-Board property for the outreach representative only, which battery arises out of and in the course of the employees' employment, the employee may elect to continue to receive his/her regular salary for up to one year as long as the employee is disabled and the employee applies for Workman's Compensation and/or IMRF Pension payments for disability. The employee must promptly report the battery to his/her immediate supervisory or building principal. Such disability absence shall not be charged to the employees' annual sick leave or accumulated sick leave.

If the employee elects to receive his/her regular salary while absent from school, the employee shall turn over to the District any funds later received under the Illinois Workers Compensation Act and/or IMRF for lost work due to the disability.

**ARTICLE XVII
HOURS OF WORK AND OVERTIME**

Section 1. Work Week

The work week shall consist of five (5) consecutive workdays, Monday through Friday.

Section 2. Work Shifts

Starting and quitting times for the various classifications shall be:

A. Custodial staff shall work no more than eight (8) hours per shift between 6:00 A.M. and 11:30 P.M. with a 35-minute lunch break. Employees working more than five (5) hours but less than eight (8) shall also receive a 30-minute lunch break. This section shall apply to all employees in the classifications of custodian including hourly custodial staff.

B. Administrative assistants shall work (8) hours per day between 8:00 A.M. and 4:30 P.M. which includes a one (1) hour lunch.

- C. Paraprofessionals/Truant Officers (ten-month staff) shall work **seven (7) hours** and twenty-five (25) minutes between the hours of 8:00 A.M. and 3:25 P.M.

Including a one-half (½) hour lunch break. Paraprofessionals may elect to work between 7:45A.M. and 8:00 A.M. for breakfast supervision at their hourly rate. Such pay shall be reflected as a separate line item on the employee's regular pay stub.

- D. Any Paraprofessional who works in a classroom without a Certified Teacher shall receive the higher of either his/her daily salary or the highest daily salary of a Substitute Teacher provided he/she is certified as a "Substitute Teacher."
- E. Food Service Workers shall work the shifts: as assigned between 6:30 a.m. - 2:00 p.m.

The Food Service Director shall determine the start time for the Food Service employees annually.

Section 3. Overtime

All work performed in excess of eight (8) hours per day and forty (40) hours per week, as per section 2 of this article, shall be considered overtime and shall be paid at the rate of *time-and-one-half* of the employees' normal rate of pay. Full-time employees required to work on Saturdays will be paid at the rate of *time-and-one-half* for all hours worked if they have already completed forty (40) earned hours of work.

All employees who work after their normal shift at the written request of the superintendent or his/her designee shall get paid at their hourly rate.

Payment due for overtime shall be included with a regular paycheck no later than two (2) pay periods after overtime is earned.

Overtime shall be offered by seniority, on a voluntary basis, by building and thereafter district-wide, in rotation, within classification or job title, provided the employee has the present ability to perform the required work without further training but with orientation.

For the purpose of overtime, the classification of Building Head Custodian and Hourly Custodian shall be considered as a group. Employer may mandatorily assign overtime only by reverse seniority.

If overtime is required and there are no volunteers from the custodial staff, overtime shall be assigned to the least senior custodial employee, by building on a rotating basis.

Employer records of overtime shall be made available to the Union upon request.

When hourly custodial staff are hired as, or promoted to a 'Head Custodian', their time worked prior to said promotion, shall be counted as time worked and their seniority shall be counted from their original date of hire.

Section 4. Staff Development

When deemed necessary by the Employer, time will be set aside for District and/or building meetings. No such meetings shall be scheduled during an employee's duty-free lunch. These meetings **may** be held after normal work hours. Employees will be paid at their regular hourly rate for attending staff development meetings, **after work hours**.

Section 5. Library Clerk and Paraprofessional Work Year

Library clerks and paraprofessionals shall work three days prior to the re-opening of the school year and three days following the close of the school year. The days will be scheduled by the Administration. The Union president and the affected employees shall be notified by the first working day in August of the days to be worked prior to the school year; and by the first working day in May of the days to be worked after the school year.

ARTICLE XVIII HOLIDAYS, VACATIONS, AND SNOW DAYS

Section 1. Holidays:

Employees covered under this Agreement will receive 17 (**and Juneteenth, when approved by the Board**) paid holidays per year as noted on the official school calendar as approved by the Board of Education. By September 1, the District will send to each bargaining unit member a copy of the school calendar through email and make available to the Union a hard copy of the calendar for distribution to each member.

Section 2. Holidays Falling on Saturday or Sunday

Holidays falling on Saturday shall be observed on the previous Friday provided school is not in session. Holidays falling on Sunday shall be observed on the following Monday provided school is not in session. Employees must work the last scheduled working day before the first scheduled working day after a holiday unless such absence is previously authorized by the Superintendent or his designee(s). The school calendar, approved by the Board of Education, determines all days in session. (This does not limit the school session to student attendance only.)

Section 3. Vacation:

Employee shall receive paid vacations based on the length of their services.

- A. One (1) week the summer following the starting date provided the starting date was prior to January 1st of the current year.

- B. Employees starting between January 1st and April 30th of the current year shall be entitled to three (3) paid vacation days the first summer.
- C. All eligible vacation time after the first summer shall be figured from June 1st of the current year of employment. Therefore, after the first summer of employment, employees shall be entitled to the following paid vacation period:

One week After one (1) full year of service
Two weeks After two (2) full years of service
Three weeks After five (5) full years of service

An additional one day for every full year of service beginning after fifteen (15) years of service until twenty (20) full years of service.

A full year shall be from July 1 through June 30.

- D. Employees should be entitled to their full vacation and should be scheduled by seniority school-by-school. Annual vacation shall be granted at the time of year selected by the Employee subject to approval of the Superintendent or his/her designee. All earned vacation must be taken by June 30th of the following year.
- E. Library clerks and paraprofessionals shall be considered on vacation and shall not suffer a loss of pay on those days during the school year on which the schools are not in session (refer to the school calendar for days school is not in session).
- F. If a recognized paid holiday as set forth in Section 1 of this article falls during the employee's vacation, an additional day of vacation with pay will be granted.
- G. Vacation requests shall be made at least fifteen (15) days prior to the beginning of said vacation except in case of an emergency when the employee shall notify the supervisor as soon as possible.
- H. Blackout period for vacation: no vacation will be approved between July 1 - August 30.
- I. On those days declared by the Board as snow days, library clerks, food service and paraprofessionals shall be notified of loss of pay and those lost days shall be made up and paid at the end of the school year.

ARTICLE XIX
WAGE AND FRINGE BENEFITS

Section 1. Employee Classifications

The Classification Groups are as follows:

- a. Paraprofessionals are 10-month employees
- b. Administrative Assistants are 11-month employees.
- c. Custodial staff are 12-month employees
- d. Food Service Workers may be part-time ten (10) month employees. They shall work all student attendance days during the school year and five (5) days before the start day for students. They can work up to 3 days at hourly rate during winter break and spring breaks.

Section 2. Rates:

All bargaining unit employees shall receive annual wage increase on top of their previous year's salary for each year effective July 1 for the length of this contract with the exception of those employee's whose salary is at or below the minimum wage. Those employees will have their salary increased to the rate required by 820 ILCS 105/4(a), the employee will then be entitled to the statutory increase and not the percentage increase set forth above.

Effective July 1, 2022, all bargaining unit employees, who earn less than fifteen (15) dollars per hour shall have their hourly pay adjusted to fifteen (15) dollars per hour. Subsequently, bargaining unit employees in this group shall have the following wage increases effective July 1, 5% (2023), 4.5% (2024), 4% (2025), and 4% (2026).

All bargaining unit employees, not the paragraph 2 above, shall receive a 6% (2022), 5% (2023), 4.5% (2024), 4% (2025), and 4% (2026), increase on top of their previous year's salary for each year effective July 1 for the length of this contract.

Any fifteen (15) year employee of the Board who gives a three (3) year notice of retirement shall be awarded \$1,000/year x 3 years, retirement bonus; a two (2) year notice, \$750/year x 2 years retirement bonus; and a one (1) year notice, \$500/year x 1 (one) year retirement bonus.

Section 3. Increments

The employee's salary anniversary for the length of this contract begins July 1 of each year Anniversary dates for the purpose of seniority remain unaltered.

Section 4. Longevity