

AGREEMENT

between

THE BOARD OF EDUCATION OF THE
ROCKFORD PUBLIC SCHOOLS
DISTRICT NO. 205

and

Local 3210 of Council 31 of
The American Federation of State,
County and Municipal Employees, AFL-CIO

July 1, 2019 through June 30, 2024

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AGREEMENT

This Collective Bargaining Agreement is made and entered into by the Board of Education Rockford School District No. 205 and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 31 for and on behalf of Local 3210, hereinafter referred to as the "Union."

ARTICLE I RECOGNITION

Section 1 - Recognition

The Board recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages, hours and working conditions for Cafeteria Workers, Second Cooks, Bakers, Lead Cooks, Head Cashier, Satellite Coordinator, Manager of Alternative Schools, Elementary School Manager, Elementary School Manager with Satellite Program, Middle School Manager, Middle School Manager with Satellite Program, and High School Manager of the Rockford School District.

Excluded are those defined as supervisors, short-term employees as defined by the Educational Labor Relations Act, and substitute employees who did not provide services in at least two (2) consecutive quarters in the calendar year 2000, and those substitutes who do not provide services in at least two (2) consecutive quarters in any calendar year falling within the term of this contract; as determined by the Illinois Educational Labor Relations Board in Case No: 2001-RC-0016-C.

Section 2- Union Exclusivity

The Employer shall not meet, discuss, confer, subsidize or negotiate with any other employee organization or its representatives on matters pertaining to hours, wages, and

working conditions for bargaining unit employees; nor shall the Employer negotiate with bargaining unit employees individually over their hours, wages and working condition, except as provided herein.

ARTICLE II - EFFECT OF AGREEMENT

The parties agree that the terms and conditions of this Agreement represent the entire, full and complete understanding and commitment between the parties hereto. The terms and conditions of this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written amendment hereto. Should any part of this Agreement or any provision(s) contained herein be judicially determined to be contrary to law, such invalidation of such part or provisions shall not invalidate the remaining portions hereof and they shall remain in full force and effect. The parties agree to renegotiate the invalidated part of such provisions.

ARTICLE III - UNION SECURITY

Section 1 - Checkoff

The Employer agrees to deduct bi-weekly Union Dues and P.E.O.P.L.E. contributions from the pay of those employees who are Union members covered by this Agreement and who individually, on a form provided by the Union, request in writing that such deductions are made. Such deductions shall be revocable to the extent provided in the Union's deduction authorization card and/or as otherwise provided by applicable law. The Union shall certify the current amount of deductions; provided,

however, that this obligation does not apply to any substitute worker who is covered by this Agreement unless the Union requires dues be deducted only in weeks worked by the substitute employee.

The amount of the above employee deductions shall be remitted to AFSCME Council 31, 615 S. Second Street, P.O. Box 2328, Springfield, IL 62705-2328, after the deduction is made by the Employer with a listing of the employees, the employees' identification number, and the amount of the individual employee deduction(s). The information shall be provided in an agreed upon secure electronic form.

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.

ARTICLE IV - MANAGEMENT RIGHTS

The management of the Nutrition Services Department and the direction of the work force, including the right to plan, direct and control Nutrition Services operations; to determine when work is to be performed and to schedule and assign such work; to determine, revise, or eliminate any or all means, methods, processes, materials and schedules of production; and to determine number and size of crews; are rights solely of the District and are not abridged by any provision of this Agreement.

All other rights not listed here are retained by the District, unless specifically nullified or limited by a provision of this Agreement.

ARTICLE V - UNION RIGHTS

Section 1 - Activity During Working Hours

When grievance meetings, labor management meetings and meetings of committees established by this contract are held at the Employer's request during working hours, employees shall be paid for such time. This includes attendance at such meetings by employees acting as Union representatives, stewards, witnesses or grievants. Nothing shall prevent the Employer from holding such meetings outside of working hours.

Section 2 - Access to Board Premises by Union Representatives

Employer agrees that upon reasonable notice from the Union to Employer stating a reasonable purpose that a local representative and officer and AFSCME staff representative may have access to the premises of Employer so long as the same does not interfere with the educational process.

Section 3 - Time off for Union Activities

Local Union representatives shall be allowed reasonable time off without pay for legitimate Union business such as Union meetings, state or area wide committee meetings, state or international conventions, provided reasonable notice is given by such employee requesting time off to Employer and provided further that adequate substitutes are available. Reasonable notice is construed in this case as five (5) working days.

Section 4 - Membership Meetings

Upon reasonable notice, the Union may schedule Union meetings of the employees of the bargaining unit during times when said employees are not working at such meeting place within the Employer's buildings as is convenient and available. In the event additional custodial time is required by such meeting, the Union shall reimburse Employer for such expense.

Section 5 - Union Bulletin Boards

Employer shall continue to allow the Union to have a bulletin board for the use of the Union in each work location or space on existing bulletin boards on the basis of space available. Any materials posted must bear the letterhead of AFSCME.

Section 6 - Board Mailing System

The Union shall be permitted to use the interschool distributional facilities and services no more than twice a month during the school year. The Union shall be responsible for the delivery of materials to the central point and must identify the Union officer and address of the sender on the envelope or exterior portion of the material.

Additionally, the Union shall be permitted to use the internal e-mail system of the school district to communicate official union business to bargaining unit employees. Such use shall be consistent with Board policy, including the policies on electronic use, ethics, and non-harassment / non-discrimination.

Section 7 - Staff Directory

All employees covered under this Agreement shall have made available to them at the site where they are assigned to work a staff directory as new ones are published.

Section 8 - Information Provided to the Union

The District shall use its best efforts to provide the Union with the following information regarding bargaining unit employees on a monthly basis (to the extent that such information is available to the District):

- a. New hires, promotions, demotions, reclassification, layoffs, reemployments, transfers, leaves of absence, returns from leaves, suspensions, terminations, retirements, resignations, discharges and any other information mutually agreed to by the parties. In addition, the information noted above will continue to be made available via Board Docs; and,
- b. In an electronic format, seniority roster for all bargaining unit employees to include the following: full name, unique employee number, home address, home phone, cell phone, seniority date, work location, member or non-member status and union dues rate.

Section 9 - New Employee Orientation

To the extent required by applicable law (and only to the extent so required), the Union shall have the right to meet with newly-hired employees, without charge to pay or leave time of the employees or agents of the Union, on the District's premises or at a location mutually agreed to by the District and Union, for up to one (1) hour (the scheduling of which shall be mutually agreed upon by the District and the Union) either within the first two (2) weeks of employment in the bargaining unit (or at a later date and time if mutually agreed upon by the District and Union). The above provisions notwithstanding, and unless otherwise mutually agreed upon in advance by the District and the Union on a non-precedent setting basis, only one (1) employee steward and/or one (1) non-employee agent of the Union (e.g. staff representative) shall be permitted

to meet (on a per meeting basis) with a newly-hired employee or group of newly-hired employees, as appropriate, pursuant to the provisions of this Section.

Section 10 - Privacy

In response to a request under the Freedom of Information Act (5 ILCS 140/7) from an individual or entity that is not a party to this Agreement, the Employer shall use its best efforts to not provide information that is exempt from disclosure under and that Act if the information requested pertains to bargaining unit employees, to the Union, or to matters related to collective bargaining.

ARTICLE VI - LABOR MANAGEMENT MEETINGS

Section 1

The Union and Employer agree that where both parties agree that it is desirable to have a meeting concerning matters covered by this contract, such meetings shall be held at a convenient time and place with an agenda established by agreement between Union representatives and Employer representatives.

Section 2

- a. For the purpose of handling complaints and/or grievances, attending Labor/ Management meetings and negotiations, and/or attending other meetings necessary for the smooth operation of the Employer, the Union shall be allowed to select their representative(s).
- b. NOTIFICATION - The Union shall notify the Employer of its designated stewards or Union representatives within thirty (30) days of the ef-

fective date of this Agreement and thereafter when changes occur.

ARTICLE VII - VACANCIES, LAYOFF AND RECALL

Section 1 - Seniority

Seniority for the purposes stated in this Agreement consists of the employee's length of continuous service in the bargaining unit with the Board of Education since his/her most recent date of hire; provided, however, that for those employees who were employed in the Nutrition Services Department prior to the recognition date of the Union, seniority also includes length of continuous service with the Board of Education during the non-union-recognized period.

Section 2 - Seniority List

A list of employees and their seniority within each category shall be established and maintained by Employer's Personnel Department. Such list shall be available to the Union upon request.

Section 3 - Vacancies

Until such time as each kitchen has an available computer, bargaining unit vacancies at a school of at least two and one-half (2 ½) hours shall be posted at all kitchens for three (3) work days for internal transfer purposes. Once each kitchen has an available computer, postings will be emailed to each kitchen and shall be available to all internal applicants for three (3) work days through posting on the District's website. Vacancies shall be posted for internal bid via e-mail to the Nutrition Services group email distribution

list. Thereafter, bargaining unit vacancies shall be posted on the District website for a period of five (5) working days. The job will be posted continuously until filled, unless the District cancels the job. Consideration shall be given to applicants who are already assigned to the location that has the vacancy, including vacant positions for summer school. The applicant best qualified for the position, in the sole judgment of the Employer, shall be selected to fill the posted vacancy. In the event applicants' qualifications are deemed to be substantially equal, the most senior such qualified applicant shall be awarded the position.

In the event of a reduction of bargaining unit positions, the District is permitted to assign a displaced employee to a vacancy comparable to the position he/she is being reduced from, if one is available, without complying with this section's posting requirements and vacancy filling process. In the absence of a comparable vacancy for the displaced employee, regular reduction in force procedures shall apply.

All employees who apply for a posted job will be notified as to whether or not they were successful.

Section 4 - Reduction in Force

If the District decides to decrease the number of bargaining unit employees, written notice shall be mailed to the employee and also given to the employee either by certified mail, return receipt requested, or personal delivery, with receipt at least thirty (30) days before the employee is reduced or dismissed, together with a statement of honorable dismissal and the reason therefore. The employee with the shorter length of continuing service with the District, within the respective category of position, shall be dismissed first. If the District has any vacancies within two calendar years from the beginning of the following term, the positions thereby becoming available within a specific

category of a position shall be tendered to the employees so removed or dismissed from that category of position, by seniority within the category of position.

Section 5

There shall be no loss of seniority due to layoff or approved leave, except as otherwise provided in this Agreement.

Section 6

Bargaining unit members may apply for an out-of-building transfer at any time.

ARTICLE VIII - GENERAL DESCRIPTION OF DUTIES

Section 1 - Job Description

The Employer and the Union will form a committee of equal numbers to discuss changes and updates in job descriptions for each job category. The responsibilities of each job and the qualifications necessary for each position shall be discussed by the committee. Each employee shall be furnished an updated job description upon request. The Employer shall also post job descriptions on the District's website.

Section 2 - Uniforms

All bargaining unit employees are required to wear a uniform consisting of shirt, apron, pants and effective hair restraints; the colors, styles, and fabrics of which the District will select after considering suggestions from the Union. The District will provide aprons and will issue each bargaining unit employee four shirts, and two effec-

tive hair restraints every two years. Additional shirts and/or effective hair restraints as well as work shoes may be purchased from the District by bargaining unit employees. Such purchase is at the option of the employee. The shirt will be a “wash and wear” fabric not requiring dry cleaning. Bargaining unit employees are also required to wear pants in conformance with the uniform color, style and fabric; the District does not currently offer pants for purchase. Bargaining unit employees are responsible for maintaining/cleaning their own uniforms.

Section 3 - Transferred or Promoted Employees

An employee who transfers or is promoted to another position is subject to being removed from the position by the District if, within the first sixty (60) calendar days of the transfer or promotion, the employee does not exhibit satisfactory performance.

During the first sixty (60) calendar days of an employee’s promotion to a new position, the promoted employee may ask to be reassigned if the employee believes the duties of the new position are too difficult. The District will consider the promoted employee’s request and, if granted, will return the employee to his or her former position, if available, or to a position comparable to the position the promoted employee formerly held.

Section 4 - Request for Job Audit

If an employee believes that the dynamics of the employee’s position have changed such that the employee believes the length of his or her scheduled shift should be reviewed, the employee may submit to his or her supervisor a written request to have the employee’s position reviewed. The employee may wish to have concurrence of the employee’s manager or coordinator, but such is not

required. The supervisor will then go to the employee's job site and conduct a job audit of the employee's position. The supervisor will decide whether the length of the employee's scheduled shift should change. If the employee is not satisfied with the supervisor's decision, the employee may submit a written request for review with the Nutrition Services Director, who will review the matter and, if the employee requests, meet with the employee to discuss it. The decision of the District shall be final.

ARTICLE IX - HOURS OF WORK

Section 1 - Work Week

Work week shall be defined as Monday through Friday.

Section 2 - Work Day/Work Schedule

Work schedule shall be defined as hours between 6:00 a.m. and 6:00 p.m. Hours of work are established by the District to fit the requirements of each school or program. If the employer reduces the hours of work in a work day the employer must give the employee a seven day[s] written notice. Work days shall be defined as the equivalent of student attendance days (i.e., up to 176 days) and Holidays as recognized in Article XVI of this Agreement (i.e., up to 13 days). In addition, with the mutual agreement of the employee, employees may be required to work up to four (4) Institute Days, two (2) parent teacher conference days, two (2) School Improvement Planning days at work locations in the District. Additionally, up to three (3) mandatory work days for staff meetings and/or kitchen preparation shall be held at the beginning of each school year. Nutrition Services employees who are required to report to work before or after their regularly scheduled work hours to satisfy the requirements set forth in Article

XXV Section 7 shall be compensated for their participation consistent with the terms and conditions of this agreement. A Nutrition Services employee who is not otherwise scheduled to work on a non-student attendance day and who reports for work in order to satisfy the requirements set forth in Article XXV Section 7 shall be guaranteed a minimum of two (2) hours work at the applicable rate. The District shall continue the practice of allowing employees, who have met the requirements for their position set forth in Article XXV Section 7, the opportunity to take, with Field Supervisor approval, classes offered by the District and shall be compensated for time spent.

Section 3 - Meal and Rest Periods

All employees who work a minimum four (4) hours in a day shall have a duty-free uninterrupted unpaid lunch period of no less than thirty (30) minutes, at a time scheduled by the District. Provided, however, that such unpaid lunch periods (for employee who are scheduled to work a minimum of four (4) hours in a day) may be scheduled, at the discretion of the kitchen manager, at the end of the involved employee's scheduled shift and, in such circumstances, the employee may be excused from work for the remainder of that shift. Notwithstanding, Managers and Coordinators shall have a paid lunch period of no less than thirty (30) minutes during which time they may be interrupted. Each employee will be provided an earned meal from the published USDA reimbursable lunch (which excludes ala carte items). All food items must be eaten in the school cafeteria.

Employees who work a minimum of six (6) hours in a day shall be entitled to a fifteen (15) minute break, the time for which will be established by the District in order not to interfere with District operations. No deduction from wages shall be made for break time.

Section 4 - Attendance, Punctuality and Dependability

In order for the District to operate smoothly, it is important that employees attend work as scheduled. The parties agree that regular and reliable attendance is an essential function of each job in the bargaining unit. Employees are expected to be at work on all scheduled workdays during all scheduled work hours. If an employee is going to be absent or late, he or she must call his/her manager prior to the employee's scheduled starting time to notify the Employer that he or she will be absent or late, as follows:

- a. If the employee is working a shift of three and one-half (3 ½) or more hours, prior notice must be given at least one (1) hour before the employee's scheduled start time.
- b. If the employee is working a shift of less than three and one-half (3 ½) hours, prior notice must be given at least two (2) hours before the employee's start time.

When, because of an unforeseeable emergency only (e.g., flat tire, auto breakdown, late appearing child's illness causing child to miss school/child care, bus breakdown, etc.), and employee cannot notify the Employer before the employee's scheduled starting time that he or she will be absent or late, the employee must notify his or her manager no more than one-half hour after the start of his or her scheduled starting time. Employees who fail to contact their immediate manager for three (3) consecutive days will be deemed to have voluntarily resigned. Managers and production workers who know that they will be unable to report to work the next work day should make every effort to so inform their supervisor no later than the night before the affected work day. For all late arrivals, the manager/coordinator shall document the exact starting time on the time sheets. For every fifteen (15) minutes of accumulated

tardiness, the manager/coordinator shall deduct that time from the payroll sheet.

Section 5 - Work Rules

Employees covered by this Agreement will observe such reasonable rules as may be established by Management for the health, safety, and welfare of the District and its employees. The District will notify the Union of any changes in the rules prior to posting the rules. Upon request of the Union, the parties shall meet so the Union can provide its input on the work rules. Work rules shall be equitably applied and shall not conflict with any specific provisions of this Agreement.

Section 6 - Electronic Timekeeping

When the District implements electronic timekeeping, the following rules shall apply:

1. Employees shall have four (4) "grace" periods per school year for which they may be tardy up to six (6) minutes per occurrence and for which they will neither be docked nor disciplined. For five (5) or more tardies in one school year, the employee shall be disciplined and their pay may be docked.
2. Sick time may be used in fifteen (15) minute increments for doctor appointments and illness (self and family). If the employee has exhausted sick time, the employee will be docked, but must also have prior approval from his/her supervisor.
3. Personal business leave may be used in fifteen (15) minute increments.
4. In the event an employee must leave the building early on District business, the time shall not be docked, provided his/her supervisor has given advance approval to the employee.

5. For payroll calculation purposes, the total hours worked each day will be rounded in quarter hour (15 minute) increments as follows:

Minutes Worked	Round To
0 to 7	0 minutes
8 to 22	15 minutes (0.25 hours)
23 to 37	30 minutes (0.50 hours)
38 to 52	45 minutes (0.75 hours)
53 to 67	60 minutes (1.00 hour)

Notwithstanding the above, an employee who is tardy to work or who leaves prior to completing his/her scheduled work hours may be subject to disciplinary action.

ARTICLE X - OVERTIME

Section 1

“Overtime hours” worked by a bargaining unit employee shall be paid at one and one-half (1-1/2) times the employee’s straight time hourly rate. “Overtime hours,” as used in this Agreement, is defined as any hours in excess of forty per week. The Departmental Supervisor approval must be obtained prior to working overtime. The parties agree that all time worked after the normal scheduled work day will be treated as straight time unless the employee has worked over forty hours in a one-week period.

Section 2

Overtime shall be paid in accordance with the Employer’s normal payroll period.

Section 3

Employees shall have the right to refuse overtime if they have a prior commitment.

ARTICLE XI - SCHOOL CANCELLATION

Section 1 – Inclement Weather/Snow Day

On a day when school is in session and the school is dismissed because of inclement weather or other emergency situations, and where in the discretion of the supervisor there is no work for the employee to do, the employee may leave and be paid for the remainder of the half day. In the event that an employee reports for work on a day that the school is otherwise closed (due to weather or other emergency situations) upon either the direction of a Field Supervisor or with a Field Supervisor's advance approval, the employee shall be guaranteed a minimum of two (2) hours work at the applicable rate. Personal leave or sick leave may be used for inclement weather/snow days if the Employee chooses.

Section 2 - Emergency Days

When a school is closed for an emergency which is not inclement weather/snow days (e.g., spread of disease/illness, water pipes frozen, no heat, etc.) and are days which will not be made-up in the calendar, staff will not suffer a loss of pay; provided, however, that in such event all or a portion of the staff impacted by the school closure may be moved to another school if staffing needs at another school are identified by the Employer, in its discretion. This pay guarantee shall not apply in any single event beyond an initial five (5) working days period. In the event emergency days are not otherwise designated as

paid leave, personal leave or sick days may be used for days when school is closed as a result of an emergency if the Employee chooses.

ARTICLE XII - HEALTH AND SAFETY

Section 1

The Employer recognizes its responsibility to make all reasonable provisions for the health and safety of the employees consistent with the standards set by the Illinois Department of Labor.

Section 2

The Union recognizes the responsibility of its members to obey reasonable safety rules and follow safe work practices, to insure employee safety, as well as that of co-workers.

Section 3

An employee shall immediately report any unsafe working conditions or work practices to the appropriate supervisor. If the matter is not resolved, it will be taken by the Union to the Superintendent of Schools.

ARTICLE XIII - RIGHTS OF EMPLOYEES

Section 1

The Illinois School Code provides that Boards of Education shall indemnify and protect employees of school districts against death and bodily injury and property damage, claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts alleged

to have been committed in the scope of employment or under the direction of the Board of Education.

Section 2

Appearances in court, under subpoena, in litigation matters arising out of a current employee's employment by the school district will not result in loss of wages or accumulated leave. The difference between regular wages and any subpoena or witness fees received will be paid by the Board. If time spent exceeds regular work day, affected employee will be compensated for all hours involved.

Section 3

Whenever a bargaining unit employee is absent from school as a result of physical incapacitation, hospitalization, or resulting court appearances and/or legal consultation caused by assault and/or battery committed by a student occurring within the scope of employment or while under the direction or supervision of the Board of Education or Administration, said bargaining unit employee shall not be charged personal illness leave for such absences, if such absence is verified by a competent physician as solely related to the assault in question. No more than ten (10) days of such absence shall be allowed for any one occurrence.

ARTICLE XIV - LEAVE FROM WORK

Section 1 - Personal Leave

1. Three (3) of the twelve (12) sick days, for employees covered by Article 13, Section 1(a); or one of the six (6) sick days, for employees covered by Article 13, Section 1(b); may be used by bargaining employees

for personal leave for purposes of conducting personal affairs which cannot be transacted on weekends or after school hours.

2. Any unused portion of the above allowance will be subjected to unlimited accumulation of sick leave days. No more than six (6) days of this total may be accumulated for personal use, but no more than three (3) personal leave days may be used at any one time.
3. Leave time, except in cases of emergency or funeral, requires five (5) business days prior written notice to the appropriate supervisor. A reason for the absence does not need to be disclosed, provided the five business days notice is provided. Personal business days may be used by employees for personal leave for the purpose of handling personal affairs which cannot be transacted on weekends or after school.
4. Personal leave shall be granted upon request, unless the Employer's operations do not permit, assuming timely notice has been given by the employee in keeping with the provisions of #3 of this Section. Notwithstanding, members requesting personal leave to attend their child's high school graduation shall be granted priority. If the Employer's operations do not permit personal leave, the affected employee will receive written notice, including detailed rationale two days prior to the day off requested, assuming timely notice has been given by the employee in keeping with the provisions of #3 of this Section

Section 2 - Jury Service

An employee who is called for jury service or who is required by law to appear for examination by a jury commission prior to such jury service will be excused from work. Such employee will be reimbursed the difference between his/her normal rate of pay for hours missed due to

actual performance of the jury service/examination and the amount received by the bargaining unit employee by the government for performing the jury service/examination.

Section 3 - Medical Leave

Employees who have exhausted their accumulated sick leave days, but are unable to report to or back to work because of continuous illness or injury may receive a disability leave without pay for a period of up to three (3) months, and may be extended up to a total of twelve (12) months. The employee must report the disability as soon as the need for leave becomes known.

During the medical leave, employees will retain seniority as if they were actively working.

Section 4 - Unpaid Leave and Family and Medical Leave Act

The Superintendent may grant requests for unpaid leaves of absence for any valid purpose for up to one year. Requests for such leaves should be made directly to the Superintendent and contain a statement of the reason for such request. If granted, such leaves will be unpaid and provide no benefits other than reemployment in a similar position upon expiration of the leave or, if a similar position is not available, in the closest vacant position then available.

Certain of the leaves provided in this agreement may be covered by the requirements of the Family and Medical Leave Act of 1993 (FMLA) and will be available to all bargaining unit members who meet the eligibility requirements of the Act. The FMLA requires that eligible (i.e., employees employed at least one year and for at least 1250 work hours during that year) employees be provided with twelve (12) weeks of leave in any twelve (12) month period for qualifying events. Procedures for intermittent

leave: notice requirements, medical certification, and forms to be submitted shall be according to District Policy.

Qualifying events under the FMLA are:

- a. The birth and first-year care of a child;
- b. The adoption or foster placement of a child;
- c. The serious health condition of an employee's spouse, parent or child; and
- d. The employee's own serious health condition.
- e. The existence of a qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation. A "covered military member" must be either a member of a Reserve component or a retired member of the regular Armed Forces or Reserve. "Qualifying exigencies" exist in the following categories: short-notice deployment, military events and related activities, childcare and school activities, financial and legal arrangements, rest and recuperation, post-deployment activities, and additional activities as provided in the FMLA regulations.
- f. To care for the employee's spouse, child, parent, or next of kin who is a covered service member with a serious injury or illness. A "covered service member" is a member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty for which he or she is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list.

FMLA leave runs concurrently with sick leave, personal leave, medical and other leaves.

ARTICLE XV - SICK LEAVE

Section 1

- a. IMRF-paying bargaining unit employees (those working 600 hours or at least 3-1/2 hours per day, 5 days a week) receive maximum of 12 days sick leave per school year.
- b. Non-IMRF-paying bargaining unit employees (those working fewer than 600 hours or fewer than 3-1/2 hours per day) earn up to a maximum of 6 days sick leave per school year.
- c. Any bargaining unit employee who is subject to coverage under IMRF may accumulate sick leave for IMRF credited service purposes up to the amount of sick days that would increase credited service for retirement purposes.
- d. Sick days may be used in fifteen (15) minute increments.

Section 2 - How Sick Leave is Calculated

- a. Newly-hired bargaining unit employees covered by Section 1(a) of this Article who have not completed the sixty (60) day "probationary" period shall be credited with three (3) sick days upon hire or the first day of school, and shall be awarded an additional three (3) sick days following successful completion of the sixty (60) day "probationary" period and six (6) sick days on January 1 of the school year if on the payroll on January 1. Bargaining unit employees covered by Section 1(a) of this Article who are employed fewer than two (2) full years and more than (60 days) shall be awarded six (6) sick days at the beginning of the school year and six (6) sick days on January 1 of the school year

- if on the payroll on January 1.
- b. Bargaining unit employees covered by Section 1(a) of this Article who are employed two (2) or more years and on the payroll at the start of the school year shall be advanced six (6) sick days at the beginning of the school year, and six (6) sick days on January 1 of the school year if on the payroll on January 1.
 - c. Bargaining unit employees scheduled to work at least ten (10) hours and less than seventeen and one-half (17-1/2) hours per week who are on the payroll at the start of the school year shall be advanced three (3) sick days at the beginning of the school year, and three (3) sick days on January 1 of the school year if on the payroll on January 1.
 - d. A sick day may be used when the employee is sick, or when the employee is unable to come to work because he or she must care for a sick spouse, child or parent of the employee; or due to the serious illness of a family member. Family member is defined as spouse, child, grandchild, parent, grandparent, sibling, step-child, step-parent, mother-, father-, sister- or brother-in-law, and grandparent-in-law or as otherwise allowed consistent with the provisions of the Illinois Employee Sick Leave Act (820 ILCS 191/1 et seq).
 - e. Bereavement Leave - When a death occurs in an employee's family (as defined immediately above in § 1d), such employee shall be excused for up to three (3) consecutive days with pay following the date of the family member's death for the purpose of attending a funeral and/or handling family obligations related to the family member's death within thirty (30) calendar days of the family member's death, unless there are circumstances that would

justify extension of the thirty (30) days (i.e. travel abroad, legal issues). Determination whether to grant an extension will be made by the head of Human Resources or his/her designee; provided, however, that the employee may be required to provide the Employer with documentation acceptable to the Employer confirming the death and/or family relationship in order to be excused with pay for such days. The employee shall convey his/her need for such leave to his/her supervisor as soon as he/she is able to do so. In the event of a death of a "child" (as defined in the Act), the Employer shall also comply with the provisions of the Illinois Child Bereavement Act, 820 ILCS 154/1, et seq (in which event the employee may substitute the number of paid days allowed in this section for the unpaid time otherwise allowed by that Act).

Section 3 - Permanent Disability Benefits

Payments for absence in connection with permanent disability are made in accordance with the Illinois Municipal Retirement Fund procedures for those who are eligible there-under.

Section 4 - Workers' Compensation

Payments are made in accordance with the State law covering occupational injuries and diseases for those who are eligible there-under.

Section 5

A physician's statement may be required for an absence of three (3) or more consecutive work days and/or when, in the Employer's reasonable discretion, questions exist

as to the legitimacy of the use/possible abuse of paid sick leave time by an employee. Questions as to the legitimacy of the use/possible abuse of paid sick leave time may be deemed to exist if, during a period of not less than ninety (90) calendar days, and by way of example only, any or all of the following occurs: an employee is regularly absent from work; an employee is exhibiting a regular pattern or trend of absenteeism; the Employer obtains information indicating that the employee may be abusing paid sick leave time; and/or similar factors. Where such a question is deemed to exist as to the legitimacy of the use/possible abuse of paid sick leave time, the Employer may require the employee to provide a physician's statement for the six (6) month period following the Employer's request.

Section 6

On a case by case basis, when an employee has exhausted all of his/her sick and personal leave and exceeds his/her allotted sick days, the District will take the following steps:

- 1st occurrence – verbal reprimand
- 2nd occurrence – written reprimand
- 3rd occurrence – three day written suspension
- 4th occurrence – five day written suspension
- 5th occurrence – termination

Exceptions –

1. Any approved leave;
2. Documented emergency room/hospital stay of employee or employee's spouse, child or parent;
3. Workers Compensation;
4. Court Proceedings; or
5. Outpatient Surgery.

Section 7

Employees who have accrued in excess of fifteen (15) sick days as of the start of the winter break period or the spring break period, respectively, may use any such sick days during the winter break period and during spring break period (i.e., Special Holiday). Employees who have accrued in excess of fifteen (15) sick days and who choose to apply the sick days to winter and/or spring break under the provisions of this Section must submit a written request to their supervisor in advance of the break period.

Discipline issued to employees under the Sick Day Policy carries over from school year to school year. However, if an employee goes 75 work days without incurring any discipline, he/she shall have one occurrence removed from consideration. Thereafter, for each successive 75 work day period which passes without the occurrence of any discipline, an additional occurrence shall be removed from consideration. In the event twelve (12) consecutive months pass without incurring any discipline under the Sick Day Policy, all the disciplines he/she has will be removed from consideration, and the employee will start over on progressive discipline.

Any District-authorized exceptions shall be in writing and available for the Union to review.

ARTICLE XVI - HOLIDAYS

Except for otherwise provided in this Article, all employees shall be compensated with pay for a holiday provided the employee works his/her regularly scheduled work day before and regularly scheduled work day after the holiday. For purposes of this Article an Employee is eligible for holiday pay in the event the District is closed as the result of snow or where the Employee is on an approved paid

Personal Day on the day before or after a holiday. The above provisions notwithstanding, if the District receives a waiver from the State Board of Education for Columbus Day, Veterans' Day, Martin Luther King Day, Presidents' Day and/or Casimir Pulaski's Birthday and school is conducted, employees will not receive holiday pay for the holiday(s) for which a waiver has been received and, in that event, the employee shall be allowed to take the waived holiday during the Winter Break or Spring Break (as provided in the following provisions of this Article).

Such days may include:

- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- New Year's Day
- M.L. King's Birthday
- Presidents Day
- Lincoln's Birthday
- Casimir Pulaski Day
- Good Friday
- Memorial Day
- Fourth of July*

In the event the District receives a waiver from the State Board of Education for Columbus Day, Veterans Day, Martin Luther King Day, Presidents Day and/or Casimir Pulaski's Birthday and school is conducted, then bargaining unit members shall work on the waived holiday and shall receive holiday pay during the Winter Break for Columbus Day and/or Veterans Day and/or holiday pay during the Spring Break for Martin Luther King Day, Presidents Day and/or Casimir Pulaski's Birthday.

In the event the day that would have been the “last scheduled work day before” or “first scheduled work day after” the holiday is canceled, such cancelled day shall not be cause for an employee to forfeit his /her eligibility for holiday pay.

*In order to be eligible for the Fourth of July holiday, an employee must meet the requirements of this Article XVI and must be working summer school in a position covered by this Agreement.

To be eligible for Holiday pay, an employee must work the last scheduled work day before and after the holiday provided, however, that absence on either such day caused by any of the following conditions shall not result in disqualification:

1. Illness (Board may require a physician’s statement.)
2. Death in the immediate family (see list of family members in Article XV.)
3. Appearance in court on District’s business or jury duty.
4. Time off for official Union business when requested by the Union President and authorized by the School District.
5. In the event of documented personal emergency provided that the Director of Nutritional Services or his/her designee approve the reason and documentation for the absence.
6. For the purposes of this Article an Employee is eligible for holiday pay in the event the District is closed as a result of snow or where the Employee is on an approved paid leave on the date before or after a holiday.

ARTICLE XVII - NON-DISCRIMINATION

Section 1 - Board Policy Against Discrimination

Neither the Employer nor the Union shall discriminate against or in favor of any employee on account of any factors where such discrimination is prohibited by applicable Federal, State and/or local laws or by the Employer's policies prohibiting discrimination in employment

Section 2 - Union Activity

The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained, or coerced in the exercise of any rights granted by this Agreement, or on account of membership or lawful activities on behalf of the Union.

Section 3 - Equal Employment Opportunity

The District is an equal employment opportunity Employer. In employment decisions including, but not limited to, hiring, promotion, demotion, lay-off, recall, discipline and termination, the District will not discriminate against employees or applicants for employment on the basis of race, color, sex, national origin, ancestry, religion, age, handicap/disability, marital status, sexual orientation unfavorable discharge from the military service, or for any other unlawful reason.

Section 4 - Reasonable Accommodation

Consistent with the philosophy of the District and the requirements of the Americans with Disabilities Act (ADA) and the Illinois Human Rights Act, the District will provide a "reasonable accommodation," to qualified individuals with disabilities who can otherwise perform the involved job's essential functions.

When a qualified individual with a disability believes that he/she may be able to perform the job's essential functions but cannot do so without a "reasonable accommodation," the individual should address such a request in writing to the involved Supervisor or to the Human Resources Department. Once such a request for a "reasonable accommodation" has been made, the District will consider the appropriateness of the requested accommodation and whether such an accommodation can be granted without creating an undue hardship.

Section 5 - Anti-Harassment Policies

It is the policy of the District to provide employees with an environment free from all forms of unlawful harassment. The District has a policy prohibiting sexual, racial and other forms of unlawful harassment. All forms of unlawful harassment are prohibited.

Section 6 - Complaint Procedure and Investigation

If an employee believes that he or she has been the victim of unlawful harassment, the employee should immediately make a verbal or written complaint to his or her immediate supervisor or HR Representative. If the employee is uncomfortable with reporting a complaint to his or her immediate supervisor or HR Representative, the employee may report the complaint to any other supervisor. In all cases, an employee making a complaint of harassment is permitted to by-pass the person perpetrating the harassment in the complaint procedure. The District will conduct an investigation of the employee's complaint, and the matter will be kept confidential to the extent possible.

An individual will not be retaliated against for making a report under the anti-harassment policy or for participating

in a harassment investigation. The District will take prompt corrective action against an employee who is found to have participated in sexual, racial or other forms of prohibited harassment. Violators of this policy will be subject to discipline, up to and including termination.

ARTICLE XVIII - OTHER POLICIES

Section 1 - Drug-free /Alcohol-free Workplace

The District has a Drug-Free/Alcohol-Free Workplace Policy, and employees are required to adhere to the Policy. When there is reasonable evidence to suspect that an employee has reported to work or is working under the influence; when an employee is involved in job-related injury or illness; or when an employee is involved in a job-related incident involving an apparent violation of a safety rule or standard which did or could have resulted in serious injury or property damage; the employee will be subject to substance screening.

Section 2 - Workplace Inspections

It is the policy of the District, when deemed necessary by management, for authorized persons to search and inspect both District-owned or District-controlled property, equipment and/or areas as well as property brought on to District property by employees, contractors, vendors or others. A refusal to cooperate in an inspection may result in disciplinary action up to and including termination.

Section 3 - Visitors Policy

Employees are prohibited from having visitors (such as friends, relatives, and/or other individuals whose purpose is not related to the employee's work) while working, except

in an emergency situation. Employees are responsible for informing friends, relatives, etc. of this policy. Violations of this policy may subject the employee to discipline up to and including termination.

Section 4 - Automatic Termination If Away from Work for 12 Consecutive Months

Subject to the District's Reasonable Accommodation Policy and its discretionary leave procedures, an employee who has been absent for whatever reason or reasons for a period exceeding twelve (12) consecutive months will automatically be terminated from the District's employ.

ARTICLE XIX – HUMAN RESOURCES RECORDS

Although it is recognized that certain personnel records must be kept at each workstation for each employee covered by this Agreement, there shall be only one official personnel file kept by Employer in the Human Resources Department of Employer, and all evaluations are to be placed in this file. Upon reasonable notice during office hours, an employee or a Union representative who has been authorized in writing by the employee may examine the official personnel file of employee. The Union and the employees shall not abuse the privilege by repeated examinations. In the event copies are requested by the Union or employee, they shall pay the usual and customary rate to the Employer for such copies.

The contents of an employee's official file shall not be released to another employer without the express written permission of that employee. Employer shall give notice to employee at employee's last known address of any materials placed in employee's official personnel file.

ARTICLE XX - DISCIPLINE

Section 1 - Misconduct

Discipline. The Employer agrees with the tenets of progressive and corrective discipline.

a. Disciplinary action or measures shall include only the following:

- (1) Verbal reprimand;
- (2) Written reprimand;

Oral and written reprimands shall be recorded on a standard form.

- (3) Written suspension;
- (4) Written discharge.

All discipline, including oral reprimands, will be documented and a copy given to the employee and a copy sent to the Chief Steward. Discipline is the sole and exclusive responsibility of the Employer. However, no employee shall be disciplined or discharged except for just cause. While progressive discipline is preferable, there may be instances where it cannot be applied and where the Employer is warranted in taking more severe disciplinary action immediately, including discharge.

- b. Manner of Discipline. If the Employer has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee.
- c. Representation. Employees shall be allowed Union representation at any meeting or interview which he/she feels may result in discipline. No such meeting shall be delayed more than two (2) working days.
- d. Polygraph. No employee shall be required to take a polygraph examination as a condition of obtaining or retaining employment.

- e. Removal of Discipline. Verbal reprimands and written reprimands shall not be considered when issuing progressive discipline if one (1) year of active employment has passed from the date of verbal reprimand or written reprimand without the employee having received any discipline.
- f. Upon written request, the employer shall provide the employee and union with the alleged infraction and all documentation being used by the employer to substantiate the alleged infraction prior to a disciplinary hearing.

Section 2 - New Employees

Any new employee shall be deemed a “probationary” employee. The probationary period for all such employees shall begin on the first day of employment and end sixty (60) calendar days thereafter. A probationary employee may be discharged or disciplined by the Board, without recourse, at any time prior to the end of the probationary period. Such employee is not eligible for transfer during the probationary period.

ARTICLE XXI - GRIEVANCE PROCEDURE

Section 1 - Grievance

- 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 conditions of employment.
- b. Grievances may be filed by the Union on behalf of an employee, a group of employees or itself, setting forth name(s) or group(s) of the employee(s).
- c. The purpose of this Article is to secure, at the lowest

- possible administration level, equitable solutions to grievances which may from time-to-time arise. Both parties agree that these proceedings shall be informal and confidential as may be appropriate at any level of the procedure.
- d. The Union is entitled to receipt of information from the Employer, upon written request, that is relevant to the processing of a grievance filed under this Article.

Section 2 - Grievance Steps

Step 1:

- a. Grievances shall be presented in writing to the Grievant's supervisor not later than ten (10) working days from the date the Grievant became aware of the occurrence giving rise to the complaint. The supervisor shall render his or her written response to the Grievant within five (5) working days after the grievance was originally presented.
- b. Some grievances which are not directly related to a person's job, such as those relating to payroll or insurance, may be more easily addressed by first presenting them in writing to the involved administrator or supervisor rather than to the Grievant's supervisor. The Grievant's administrator or supervisor shall have five (5) working days within which to hold a hearing and/or present a written decision on the grievance to the Grievant and Union.
- c. If no written decision has been rendered within the time limits indicated within a step, then the grievance may be progressed to the next step.

Step 2:

In the event the grievance is not resolved in Step 1, it may be presented in writing to the next level of supervision involved within five (5) working days from the Step

1 response or the date the Step 1 response was due, whichever is earlier. The parties shall meet to attempt to resolve the grievance. The second level of supervision shall respond to the Grievant in writing within five (5) working days following the meeting.

Step 3:

If the grievance or dispute is not resolved in Step 2, it may be presented by the Union to the Superintendent of Schools or his designee in writing within five (5) working days after receipt of the Step 2 response or after the Step 2 response was due, whichever is earlier. Within five (5) working days after receipt of the grievance, the parties shall meet to attempt to resolve the grievance. The Superintendent of Schools or his designee shall render a written response within ten (10) working days following the meeting.

Step 4:

- a. If the grievance is not resolved at Step 3 within ten (10) working days after receipt of the Step 3 response or after the Step 3 response was due, whichever is earlier, the Union may refer the grievance to arbitration. Under the rules of the American Arbitration Association, the Arbitrator's decision and award shall have the effect as prescribed in the Arbitration Act of the State of Illinois.
- b. The Arbitrator shall have no authority to change this Agreement in any way.
- c. The expenses and fees of the Arbitrator and the American Arbitration Association shall be shared equally between the parties. The parties shall pay their own attorneys fees and witness fees, if any.
- d. The time limitations within which to present the grievance or to appeal to the next level or to refer to arbitration are jurisdictional.
- e. It is agreed that a representative of AFSCME may

- appear on behalf of any employee in the procedures outlined herein.
- f. Grievances shall be presented in writing to the Grievant's supervisor not later than ten (10) working days from the date the Grievant became aware of the occurrence giving rise to the complaint. The supervisor shall render his or her written response to the Grievant within five (5) working days after the grievance was originally presented.
 - g. Some grievances which are not directly related to a person's job, such as those relating to payroll or insurance, may be more easily addressed by first presenting them in writing to the involved administrator or supervisor rather than to the Grievant's supervisor. The Grievant's administrator or supervisor shall have five (5) working days within which to hold a hearing and/or present a written decision on the grievance to the Grievant and Union.
 - h. If no written decision has been rendered within the time limits indicated within a step, then the grievance may be progressed to the next step.

Section 3 - Time Limits

- a) Grievances may be withdrawn at any step of the grievance procedure without prejudice. Grievances not appealed within the designated time limits (and where there has been no mutual agreement of extension) shall be treated as withdrawn grievances.
- b) Time limits at any or for any hearing may be extended by mutual agreement of the parties involved at that step.
- c) In those circumstances where the appropriate Employer's representative is not available and the unavailability would negatively affect time lines, the Employer shall appoint a designee or the grievance shall be forwarded to the next step.

- d) District-wide (i.e., systemic grievances) or grievances involving the termination of an employee may be filed directly at Step 3.

ARTICLE XXII - NO STRIKE-NO LOCKOUT

Section 1 - No Strike

During the term of this Agreement, there shall be no strikes, work stoppage or slow-downs.

Section 2 - No Lockout

No lockouts of employees shall be instituted by the Board of Education during the term of this Agreement.

ARTICLE XXIII - SUBCONTRACTING

- a. Subcontracting: If or when a decision is made by the District to contract or subcontract work normally performed by employees of the bargaining unit, the District agrees to a written notification to the Union and discussion with the Union in advance of the implementation. However, when the work to be subcontracted is minimal, temporary, or cannot effectively be performed by the unit without training, no notice to or discussion with the Union prior to implementation is required.
- b. When Notice and Discussion is required, the District shall:
 - 1. Provide ten (10) days' advanced notice in writing to the Union;
 - 2. Meet thereafter with the Union for purposes of discussing the reasons and rationale for contracting or subcontracting out and give the Union the supporting

data. The Union may use this information to develop alternative approaches to achieving the same financial and/or organizational goals and present these alternatives to the Employer for discussion. It is agreed that the District retains the final authority to decide to subcontract the work.

ARTICLE XXIV - PRINTING OF THE AGREEMENT

The Employer shall have this contract printed in booklet form and the Union shall be provided with sufficient and extra copies for distribution to employees. Except for reasonable cause shown by the Employer, employees shall receive copies within sixty (60) days of District ratification.

ARTICLE XXV - MISCELLANEOUS

Section 1

Employer, although not guaranteeing reemployment for the following year, shall send a letter notifying those employees that are intended to be reemployed for the following year by May 15th of the ending school year.

Section 2

While conference and institute days shall not be regular work days for the employees involved, those who are asked to come in and work and who do work shall be paid their regular wages.

Department supervisors or building principals may also ask employees to attend in-service training on conference days and institute days and those who do so shall be paid

their regular wages. In-service training may also be held during regular work hours.

Section 3 - Mileage

Employees who are required to use their personal automobiles while in the course of their employment and/or in authorized service to the District shall be reimbursed at the mileage rate established from time to time by the Internal Revenue Service. Employees must comply with minimum insurance requirements as established by state law.

Section 4 - Receipt of Wages

Employees will be paid every other Friday or according to the established Board policy.

Section 5 - Errors in Pay

Employees shall inform their immediate supervisor, director and/or Payroll Department of any suspected error in the computation of wages; in the event that the error is not corrected after informing their immediate supervisor, employees may inform their director and/or the Payroll Department of any suspected error in the computation of wages. Any errors in the computation of the wages of members shall be corrected as soon as possible upon discovery of the error and an adjustment to correct the error shall be included in the next pay period. A failure to issue a regular paycheck (for regular hours worked) shall be promptly remedied by issuance from payroll of a special payroll check, provided the affected employee has timely submitted all necessary information on hours worked.

Section 6 - Computation of Wages

Employees shall receive hourly compensation in accordance with the salary schedule computed in accordance with Federal and State Law and Board of Education policy.

Section 7 - Training

All employees will receive such training as required by law and/or the District's policies.

Employees are required to complete the annual training requirements for USDA and/or ISBE. Unless specified as follows, employees who fail to complete these training requirements will no longer be qualified and will be terminated.

Employees required by the District to have food service sanitation certification shall be reimbursed for the initial cost of required training and any renewal thereafter. The District shall offer the required certification training sessions on a regular and periodic basis.

- 1) All employees are required to obtain a Food Handlers Certificate (good for 3 years) within 30 days of employment, and they are required to ensure the certificate is kept current during the course of their employment.
- 2) All managers are required to obtain the Illinois Food Service Sanitation Manager Certificate, and they are required to ensure the certificate is kept current during the course of their employment.

An employee who fails to qualify for the Food Handlers Certificate and/or the Food Service Sanitation Manager Certificate may retake the associated course / test when it is next offered. If an employee fails to qualify for the Food Handlers Certificate and/or the Food Service Sanitation Manager Certificate after retaking the course / test, then the employee may retake the course / test at the employee's own expense. Thereafter, if the employee fails to obtain the required certificate following three (3) attempts, the

employee will be deemed unqualified for the position and will be (1) demoted to a vacant position for which the employee is qualified if the employee holds a manager position, and/or (2) terminated if the employee holds a position that requires a valid Food Handlers Certificate.

Section 8

Employees shall retain the right to return to their specific position following any approved leave lasting no longer than thirty (30) consecutive working days.

This thirty (30) day period may be extended to forty-five (45) consecutive work days in the event a physician or other appropriate medical provider provides the Employer/Employee with a date certain for the employee's return to work falling within such forty-five (45) day period. Notification by the physician or medical provider as provided in this paragraph must be received by the Employer within the first seven (7) days of the approved leave. In the Employer's discretion, notices from the medical provider providing a date certain for the employee's return to work may be accepted after the initial seven (7) day period, provided the notice is given within the thirty (30) days leave. In the latter event, the Employer shall provide written notification to the Union President within five (5) days.

Employees returning from approved leave of greater duration shall be returned to a comparable position.

ARTICLE XXVI - SALARY SCHEDULE

Section 1 - Job Classifications

- Dept. 351 Cafeteria Worker
- Dept. 352 Baker; Second Cook, Satellite Coordinator, Head Cashier
- Dept. 353 Manager of alternative schools, Lead Cook
- Dept. 354 Elementary Manager
- Dept. 355 Elementary Manager with satellite program Middle School Manager
- Dept. 356 High School Manager, Middle School Manager with satellite program.

Following the ratification date of this Agreement, employees who were in the Dept. 350 classification prior to the ratification date will be advanced to Dept. 351; those who were in Dept. 351 will be advanced to Dept. 352; and those who were in Dept. 352 will be advanced to Dept. 353, as detailed above.

In addition to the wages specified for the classifications specified in this Article, an employee in the following classifications: Dept. 354; Dept. 355 or Dept. 356, who attains not less than a Level 3 "Certificate in School Nutrition" (hereafter, "Level 3 Certification") from the School Nutrition Association (hereafter, "Association") shall receive a premium of two percent (2%) of the involved employee's applicable hourly rate for each hour worked and/or paid while holding that Level 3 Certification.

An employee in a Dept. 354. Dept. 355 or Dept. 356 classification position (hereafter, "eligible classification") who wishes to pursue and/or maintain the Level 3 Certification shall satisfy the Association's Certification and membership requirements (if any). For an employee

in an eligible classification who, prior to the ratification date of this Agreement, has not previously pursued and/or attained the Level 3 Certification, the District will pay that employee's Association annual membership dues for a period of not more than three (3) successive years (after which the District will no longer pay the involved employee's Association annual membership dues if the employee does not attain the Level 3 Certification prior to the close of that period). For an employee in an eligible classification who has previously attained and continuously maintains the Level 3 Certification, the District will pay that employee's Association annual membership dues so long as the employee maintains the Level 3 Certification and continues to be employed in an eligible classification. Provided, however, that in no event will the District continue to pay the premium and/or annual membership dues noted in this Section if the employee either fails to attain/maintain the Level 3 Certification and/or is no longer employed in an eligible classification.

Section 2 - Wage Differentials

- a. Catering Work: All employees assigned to catering work will receive an additional \$.50 per hour added to the base pay for all hours worked doing catering.
- b. Evening Work: All employees assigned to evening work will receive an additional \$.50 per hour added to the base pay for all hours worked doing evening work.
- c. Satellite: Managers, Lead Cooks assigned to work satellite receive an additional \$.50 per hour added to their base pay.
- d. Out-of-Classification: When a Lead Cook , or Coordinator is absent, the Second Cook , and Back-up Coordinator, respectively, will perform the job

of the absent worker, and shall be compensated at Step One of the higher job classification for all time worked in that position which exceeds five (5) consecutive working days. If Step One of the higher job classification does not result in an increase on the employee's base wage, then the employee shall be compensated at the very next Step of the higher job classification which does result in an increase on the employee's base wage.

- e. Retirees who return as substitutes shall be compensated at the established salary step and lane that the Retiree was on at the time the Retiree retired.

Section 3 - Longevity Pay

Employees become eligible for an increase on their base pay as a result of longevity with the District. Eligibility for longevity pay will be based on the employee's appointment with the District in accordance with the below schedule:

- 5 years = 5% increase to base pay
- 10 years = an additional 4% increase to base pay
(for a cumulative amount of 9%)
- 15 years = an additional 3% increase to base pay
(for a cumulative amount of 12%)
- 20 years = an additional 2% increase to base pay
(for a cumulative amount of 14%)
- 25 years = an additional 2% increase to base pay
(for a cumulative amount of 16%)
- 30 years = an additional 2% increase to base pay
(for a maximum cumulative amount of 18%)

The maximum an employee's base pay will be increased via longevity pay will be a cumulative amount of 18% over 30+ years of service.

Section 4 - Wages

- a. The wage scales appearing below are is effective as for the respective years shown:

Effective January 2, 2020 (if ratified by the bargaining unit prior to February 1, 2020) through June 30, 2020

Job Code

351	\$12.58	\$12.89	\$13.21	\$13.54	\$13.88	\$14.23
352	\$13.12	\$13.38	\$13.71	\$14.05	\$14.40	\$14.76
353	\$13.27	\$13.60	\$13.95	\$14.32	\$14.69	\$15.09
354	\$14.00	\$14.36	\$14.73	\$15.13	\$15.51	\$15.91
355	\$14.97	\$15.35	\$15.75	\$16.15	\$16.58	\$16.99
356	\$15.82	\$16.22	\$16.65	\$17.07	\$17.52	\$17.98

July 1, 2020 through June 30, 2021

Job Code

351	\$13.21	\$13.53	\$13.87	\$14.22	\$14.57	\$14.94
352	\$13.78	\$14.05	\$14.40	\$14.75	\$15.12	\$15.50
353	\$13.93	\$14.28	\$14.65	\$15.04	\$15.42	\$15.84
354	\$14.70	\$15.08	\$15.47	\$15.89	\$16.29	\$16.71
355	\$15.35	\$15.74	\$16.15	\$16.55	\$16.99	\$17.42
356	\$16.22	\$16.62	\$17.06	\$17.50	\$17.96	\$18.43

July 1, 2021 through June 30, 2022

Job Code

351	\$13.87	\$14.21	\$14.56	\$14.93	\$15.30	\$15.69
352	\$14.46	\$14.75	\$15.12	\$15.49	\$15.88	\$16.27
353	\$14.63	\$14.99	\$15.38	\$15.79	\$16.20	\$16.64
354	\$15.44	\$15.83	\$16.24	\$16.68	\$17.10	\$17.54
355	\$15.81	\$16.21	\$16.63	\$17.05	\$17.50	\$17.94
356	\$16.71	\$17.12	\$17.57	\$18.03	\$18.50	\$18.98

July 1, 2022 through June 30, 2023

Job Code

351	\$14.56	\$14.92	\$15.29	\$15.67	\$16.07	\$16.47
352	\$15.04	\$15.34	\$15.72	\$16.11	\$16.51	\$16.92
353	\$15.22	\$15.59	\$16.00	\$16.42	\$16.84	\$17.30
354	\$15.90	\$16.31	\$16.73	\$17.18	\$17.61	\$18.07
355	\$16.28	\$16.70	\$17.13	\$17.56	\$18.02	\$18.48
356	\$17.21	\$17.63	\$18.10	\$18.57	\$19.05	\$19.55

July 1, 2023 through June 30, 2024

Job Code

351	\$15.15	\$15.52	\$15.90	\$16.30	\$16.71	\$17.13
352	\$15.34	\$15.65	\$16.03	\$16.43	\$16.84	\$17.26
353	\$15.52	\$15.91	\$16.31	\$16.75	\$17.18	\$17.65
354	\$16.22	\$16.63	\$17.06	\$17.52	\$17.97	\$18.43
355	\$16.77	\$17.20	\$17.65	\$18.08	\$18.57	\$19.04
356	\$17.72	\$18.16	\$18.64	\$19.12	\$19.63	\$20.14

Section 5 - Step Increases

An employee will progress each year on the salary schedule provided the employee maintains satisfactory performance. When an employee's anniversary falls during the first semester of a school year, the step increase will be effective on the first working day of the 1st semester. When an employee's anniversary falls during the second semester of a school year, the step increase will be effective on the first working day of the 2nd semester.

Written performance evaluations of bargaining unit employees will occur approximately annually to enable recognition of work well done and to convey areas of the employee's performance that require improvement.

Section 6 - Direct Deposit

Employees who do not elect to receive their pay via direct deposit shall have their pay checks mailed on the

same day as those employees receiving direct deposit to a location as directed by the respective employee. Employee pay stubs will be accessible online. An Employee who wishes to receive a paper copy of his / her pay stub must submit a written request to the Payroll Department. Notwithstanding, Article 25, Section 6 of this Agreement will not take effect until such time as computers have been installed in each cafeteria for employee use.

Section 7 - Pay Period

The pay period shall be Thursday through Wednesday.

ARTICLE XXVII - INSURANCE AND OTHER BENEFITS

Section 1 - Insurance

Effective upon the ratification of this Agreement and during its term, Employees who enroll in the PPO 1000 Wellness Plan will pay monthly premiums in keeping with the following:

Rates as of July 1, 2019 (9 month employees)

Category	PPO-1000 wellness	PPO-1000 non-wellness	HSA
Employee	\$47.16	\$62.88	\$0
Employee + children	\$126.10	\$165.52	\$0
Employee + Spouse	\$134.09	\$175.99	\$0
Family	\$218.20	\$278.81	\$0

Rates as of July 1, 2020 (9 month employees)

Category	PPO-1000 wellness	PPO-1000 non-wellness	HSA
Employee	7%	10%	\$0
Employee + children	12.5%	15.5%	\$0
Employee + Spouse	12.5%	15.5%	\$0
Family	12.5%	15.5%	\$0

Rates as of July 1, 2021 (9 month employees)

Category	PPO-1000 wellness	PPO-1000 non-wellness	HSA
Employee	7%	10%	\$0
Employee + children	15%	18%	\$0
Employee + Spouse	15%	18%	\$0
Family	15%	18%	\$0

Rates as of July 1, 2022 (9 month employees)

Category	PPO-1000 wellness	PPO-1000 non-wellness	HSA
Employee	7%	10%	\$0
Employee + children	17.5%	20%	\$0
Employee + Spouse	17.5%	20%	\$0
Family	17.5%	20%	\$0

Rates as of July 1, 2023 (9 month employees)

Category	PPO-1000 wellness	PPO-1000 non-wellness	HSA
Employee	7%	10%	\$0
Employee + children	20%	23%	\$0
Employee + Spouse	20%	23%	\$0
Family	20%	23%	\$0

The percentages noted above shall be based upon the total health insurance premium cost applicable to each coverage level (i.e., employee, employee & Child, employee & Spouse; and family).

As for The District will continue the High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) consistent with the rates noted above, and the District will contribute the following sums in the employee's HSA account in accordance with the Plan criteria:

Effective upon ratification through June 30, 2020

	HSA	HSA Wellness
Employee	\$ 400	\$ 650
Employee + Ch	\$ 600	\$ 1150
Employee + Sp	\$ 700	\$ 1200
Employee + family	\$ 800	\$ 1500

Effective July 1, 2020 and for the remaining duration of the Agreement

	HSA	HSA Wellness
Employee	\$ 400	\$ 800
Employee + Ch	\$ 600	\$ 1350
Employee + Sp	\$ 700	\$ 1400
Employee + family	\$ 800	\$ 1750

Employees who do not elect Medical Insurance, shall pay the following monthly premiums for Dental Insurance in equal installments such that employee premiums will be prorated across a 9 month period thereby providing coverage across a 12 month period:

Dental Only

Employee	\$ 7.00
Employee + Ch	\$13.51
Employee + Sp	\$14.00
Employee + family	\$20.00

For Employees who take insurance, half of the monthly premium payment for insurance will be deducted from the first two paychecks of each month. In the event of a third paycheck in a month, there will be no insurance premium deducted unless there is a refund or deduction to correct a specific situation.

Employees who participate in the Wellness program will be required to earn 100 points annually.

The District has designed the Health Plan to cover wellness exam benefits at 100% if done by an in-network provider. The wellness exam benefits are not subject to a deductible, co-insurance or co-pay so long as the provider is able to code the visit as “wellness” and so long as exam is not diagnostic in whole or in part.

The single deductible on the HDHP Plan will be the lowest amount that is allowed by the Internal Revenue Service (IRS) for an embedded single deductible involved with a family HDHP plan while still qualifying for Health Savings Account (HSA) eligibility (as the IRS regulations/guidance may be interpreted by the District). The adjustments to the single deductible under this language, if any, will occur at the time of open enrollment and shall otherwise be in keeping with IRS regulations/guidance (as the IRS regulations/guidance may be revised from time-to-time and as they may be interpreted by the District).

Section 2

Health/dental care coverage eligibility at thirty (30) or more hours per week is determined by accumulating all hours worked by an employee in the service of the Board of Education. It is not necessary that all such hours be in positions covered by this Collective Bargaining Agreement.

Section 3 - Early Retirement Severance Pay

Early retirement severance pay is allowed upon retirement at ages 55 to mandatory retirement as consistent with current law to all employees excluding subs who have completed ten (10) or more years with the Board of Education at time of retirement. Severance Pay is to be \$10.00 per day for each unused sick day not to exceed forty (40) days for those employees working thirty (30) or more hours per week and \$5.00 per day for each unused sick day not to exceed forty (40) days for those employees working less than thirty (30) hours per week. Unused sick days that are not submitted for this severance pay benefit can also be credited to IMRF years of service.

Section 4 - IMRF

Illinois Municipal Retirement Fund (IMRF): All regular employees working 600 or more hours annually are included as participating members in the Illinois Municipal Retirement Fund. The required percentage of gross pay will be deducted from the employee's check for the fund every pay period. If any part of this Article is inconsistent with IMRF rules or policy, then the IMRF rules and/or policy shall control.

Section 5 - Retirees


- a. All retired employees who are eligible for insurance coverage shall have the opportunity to secure coverage for dependents through the payment of an additional premium.
- b. All retired employees who are eligible for insurance coverage and are age 65 or over have the opportunity to have available Health and Voluntary Life Insurance at the expense of the participant.
- c. Employees who retire from positions in which they

were eligible for District Health Insurance, have at least fifteen years of service and are at least age 55 shall remain eligible for Individual District Health Insurance, but are required to pay a contribution for such coverage in the same amount as paid by active employees for individual coverage. The District's subsidized payment for this individual coverage ceases at the end of the month in which the retiree reaches Medicare eligibility age.

ARTICLE XXVIII - TERMINATION

This Agreement is effective July 1, 2019 and shall continue in effect through midnight, June 30, 2024 and from year to year thereafter unless either party hereto notifies the other in writing no later than April 1, 2024 or any April 1 thereafter, that it desires to terminate or otherwise modify this Agreement.

BOARD OF EDUCATION



Kenneth J. Scrivano, President



Tim Rollins, Vice President



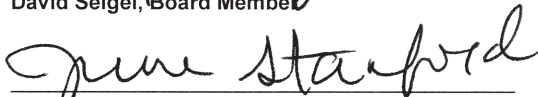
Jude Makulec, Secretary



Anthony Dixon, Board Member



David Seigel, Board Member

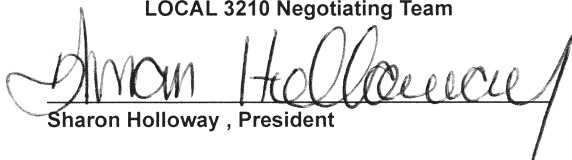



June Stanford, Board Member

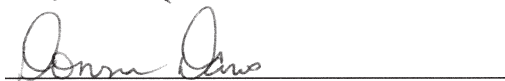


Michael S. Connor, Board Member

AFSCME
LOCAL 3210 Negotiating Team


Sharon Holloway, President


Kathy Williams, Vice President


Donna Davis, Treasurer/Secretary


Anne Wenziker, Board Member


Sara Dorner, Staff Representative

