

# Contractual Agreement

Between

Joliet Township High Schools Office Staff Council  
AFT – Local 604, AFT/IFT AFL-CIO

and

Board of Education, Joliet Township  
High Schools District #204

Effective

July 1, 2020 thru June 30, 2023

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Article I. GENERAL CONDITIONS OF AGREEMENT

1.1 Preamble

- A. This contractual agreement (hereinafter referred to as “The Agreement”) is entered into by and between the Board of Education of School District 204, in the State of Illinois (hereinafter referred to as “the Board”) and the Joliet High School Office Staff Council, AFT-Local 604, IFT/AFT (hereinafter referred to as the “Union”). Any reference to the members of the Bargaining Unit hereinafter shall be referred to as the “employee”.
- B. The Board and the Union recognize that the Union represents employees and that both parties have as their primary interest the welfare of the students, the public welfare, quality education and the welfare of all employees. Moreover, the Board and Union recognize that the Board shall retain whatever rights and authority are necessary for it to carry out effectively its responsibilities delegated to it by the laws of the State of Illinois.
- C. The Board and Union intend that this Agreement provide effective and continuing means of communication between the parties as well as to provide for employment and working conditions, salary and fringe benefits, and other matters of mutual concern. Moreover, any action on salaries, benefits, or working conditions covered in the Agreement, and/or the implementation of this Agreement will be taken in accordance with the provisions of this Agreement.
- D. The Board and Union further recognize that this Agreement supersedes any and all prior agreements, practices and policies concerning subjects contained herein unless an employee has a prior written agreement with the Board exempting him from any provision stated herein.
- E. If any provision of the Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with minimum standards of the School Code, all other provisions of this Agreement shall remain in force and effect for the duration of this contract.
- F. This Agreement and all of its provisions are subject to the terms of the Illinois Educational Labor Relations Act.

1.2 Recognition

- A. The Board recognizes the Union as the sole and exclusive bargaining agent in all matters pertaining to wages, hours, working conditions, and term and conditions of employment for all employees in the Bargaining Unit in the following Job Classifications: Office Staff I and Office Staff II. All Executive Secretaries are excluded from the Bargaining Unit.
- B. The Board also agrees that all work traditionally performed by the Office staff shall continue to be performed by them and any new work of a related nature shall be assigned within the Unit. The Union agrees that the Board will retain the rights and responsibilities to select or promote and to suspend, demote, discharge, or take other disciplinary action with regard to the status of the persons excluded from this Agreement.

1.3 Non-discrimination

The Board and Union agree to continue their policies of not discriminating in terms of employment or membership against any employee on the basis of race, creed, color, national origin, sex, marital status, handicapping condition, age or membership in Union. The Employee shall have the right to join or not to join the Union without restraint.

1.4 Integrity of the Bargaining Unit

The Employer recognizes the integrity of the Bargaining Unit and will not take any action directed at eroding it. The Employer will assign Bargaining Unit work to Bargaining Unit employees, however, the employment of substitute, temporary or emergency employees to supplement bargaining employee's work on a temporary basis shall not be considered an erosion of the Bargaining Unit.

1.5 Management Rights

The Board retains and reserves unto itself all powers, duties, and responsibilities conferred upon and vested in it by the statutes of the State of Illinois.

The Board shall not be required to bargain over matters of inherent managerial policy, which shall include such areas of discretion or policy as the functions of the employer, standards of services, its overall budget, the organizational structure and selection of new employees and direction of employees.

1.6 No Strike

The Union agrees that there shall be no strike, withholding of services, or other refusal to render full and complete service to the Board during the term of this Agreement. It is understood and agreed that any employee violating this provision of the Agreement shall be subject to disciplinary action by the Board to the extent of and including dismissal.

The Board agrees that it will neither conduct nor condone *any* lockout of employees because of labor dispute for the duration of this Agreement.

1.7 Duration and Termination

- A. This Agreement shall constitute the entire agreement between the parties and concludes collective bargaining for the term beginning July 1, 2020 through June 30, 2023. The parties herein agree to the following conditions:
1. The contract shall continue thereafter unless either party gives written notice of its desire to modify or terminate this Agreement on or before April 1, 2023.
  2. Upon receipt of such notice, negotiating shall commence as of the date following the giving of notice and shall continue until a new or revised Agreement is reached.
  3. The contract may be reopened at any time by mutual consent.
- B. The Board of Education shall be responsible to secure sufficient electronic copies of the Contract for the needs of the Board and the Union. The Contract will also be posted on the district's website. A printed copy of the Contract will be given to each employee at his or her time of hire.

Article II. UNION/BOARD RELATIONS

2.1 Hiring

The Board shall notify the Union within ten (10) working days of the hiring of any employee covered by this Agreement. The new employee's name, address, date of hire, job title/classification and department shall be provided in this notice to the Union.

2.2 New Classifications

The Employer shall promptly notify the Union of its decision to propose any and all new classifications and provide a copy of the job description. The Union and the Board shall negotiate a salary for any new classifications as may be necessary.

2.3 Bidding

Opportunity to bid on any new position or vacancy shall be guaranteed the Bargaining Unit members in accordance with this Agreement.

2.4 Union/Superintendent Meetings

The Superintendent or designee, if requested, shall meet monthly with representatives of the Union to discuss matters relating to the implementation of this Agreement as well as matters of mutual concern.

2.5 Information to the Union

The Board shall make available to the Union, upon request, information which it has available relating to the budget or tentative budget or other previously prepared and existing reports which are relevant to negotiations or necessary for the proper enforcement of the terms of the Agreement. In addition, a copy of the annual audit shall be provided for the Union at the time it is presented to the Board. The Union President shall receive a copy of the monthly Board packet prior to the regular Board meeting date.

A district general seniority list and seniority by classification list shall be available to the Union upon request.

2.6 Meetings, Notices and General Information

A. The Union shall have the right to use the school buildings for meetings. The Union shall be granted meeting time during the school day at 3:30 p.m. at least three (3) times per year, providing that the meeting dates have been approved by the Assistant Superintendent for Business and Personnel.

B. The Union shall have the right to use the inter-building delivery system and school mailboxes.

C. The Union shall be allowed reasonable use of computers, copy equipment and audio/visual equipment upon approval of the administration. The Union will pay for all consumable materials used. No school equipment shall be removed from the premises or used for political purposes.

## 2.7 Dues Check-off

The Board shall deduct from the regular paycheck of each employee, from whom it receives written authorization to do so, the required amount of Union dues. The dues and a list of employees from whom the dues have been deducted and the amount deducted from each shall be forwarded to the proper union officer no later than ten (10) days after such deductions were made. Deductions shall continue unless and until the authorization is withdrawn by the employee by written notice to the AFT- Local 604, AFT/IFT AFL-CIO union designee. In turn, if approved, AFT- Local 604, AFT/IFT AFL-CIO local union designee will notify the employer to stop withdrawing dues. An employee may also notify the employer to stop withdrawing dues during the 30-day period designated by the union.

Article III. UNION RIGHTS

3.1 Union Activity During Working Hours

Employees shall, with permission of the Board and the Director of Human Resources, after giving appropriate notice to their Supervisor, be allowed reasonable time off, with pay, during working hours to attend meetings and activities called or agreed to by the Employer, if such employees are entitled or required to attend such meetings by virtue of being Union representatives, witnesses or grievant, and if such attendance does not substantially interfere with Employer's operations. Employee may make telephone contact to notify a union representative of an immediate problem and schedule a meeting to take place after normal working hours, during a duty- free lunch or during a break.

3.2 Access to Work Sites by Union Representatives

The Board agrees that Local Representatives and IFT/AFT staff representatives shall have reasonable access to the premises of the Board, giving notice upon arrival to the appropriate Board representative. Such visitations shall be for reasons of the negotiation and administration of this Agreement. By mutual agreement with the Board in emergency situations, IFT/AFT staff representatives or Local Union representatives may call a meeting during work hours to prevent, resolve or clarify a problem.

3.3 Union President Release Time

The Union President or his/her designee, subject to Board approval, may be allowed release time, for the investigation of grievances or other activities relating to school or employee welfare. The President or his/her designee shall notify the Supervisor of each event.

3.4 Union Bulletin Boards

The Board shall provide the Union an electronic bulletin board. The board shall be for the sole and exclusive use of the Union. The items posted shall not be political, partisan or defamatory in nature.

Article IV. WORK SCHEDULES & WORK RATES

4.1 Job Descriptions & Classifications

Each employee shall be given a job description for their job classification that shall specify general duties and tasks of the job. The Board and the Union acknowledge that job descriptions need to be reviewed and potentially updated. The Administration and the Union will convene a District Review Committee; that will consist of Union Members and Administrators. The Committee will meet outside the regular workday and will be voluntary. The Committee shall convene no later than November 1, 2020 and will meet at least once a month to review job descriptions, work loads, and classifications.

- 4.11 Job Classifications:  
Office Staff I  
Office Staff II

4.2 Working Hours

The normal clerical workday is eight (8) hours, and the basic work week is forty (40) hours, Monday through Friday. A one-half (½) hour duty free lunch period shall be granted to all office employees. Two (2) fifteen (15) minute breaks are granted to all office employees. It is understood that office staff may exercise the use flex time when scheduling their lunch and/or breaks a maximum of four times per fiscal year with prior approval of their supervisor.

4.3 Overtime Pay

Full-time ten (10) month and twelve (12) month personnel will receive either overtime pay, or compensatory time for hours worked in excess of eight (8) hours in a workday or forty (40) hours in a work week. Overtime payment is at one and one half (1½) times the straight rate.

A. Compensatory time will be granted and administered on the following basis:

1. Compensatory time will be awarded at 1½ times the overtime hours worked. Compensatory time will be awarded in a minimum of half-hour increments. Example: 20 minutes of overtime work = 30 minutes of compensatory time.
2. Ten-month employees may not carry a balance at any time in excess of twenty-four (24) hours of compensatory time.
3. All accumulated compensatory time for ten (10) month employees will be redeemed or paid to each employee at the employee's then-regular rate of pay on or before June 30 of each year. All accumulated time for twelve (12) month employees will be redeemed or paid to each employee within twelve (12) months of the date the time was earned.
4. Compensatory time must be used in increments of no less than one (1) hour. Employees must provide three (3) business days advance notice of intent to use compensatory time. The advance notice requirement may be waived at the discretion of the employee's immediate supervisor.
5. Use of compensatory time may be denied based upon the operational needs of the district.

- B. Employees required to work on Sunday shall be paid double time. The choice of overtime or compensatory time will be by mutual agreement between the employee and the immediate supervisor.
- C. At the discretion of the Board the Union agrees for the summer, twelve (12) month employees working extended daily hours for four (4) days per week will have overtime or compensatory time credited only for those hours in excess of forty (40) hours in a work week.

4.4 Ten Month Employees

Ten (10) month employees shall be considered full-time employees and shall not suffer any loss of rights or benefits under this Agreement.

4.5 Substitutes

A. When an employee of the office staff substitutes for another office staff employee in a position of higher classification, he/she shall be reimbursed for the salary differential of the higher classification at the seniority step of the substitute.

B. Full Time Substitutes

When dictated by the needs of the District, the District, at its discretion, will attempt to hire one (1) or more substitute employees on a District-wide bases. The rate of pay for such substitute(s) will be equal to Step one (1) of the pay scale for an Office Staff II and the substitute(s) will be entitled to the corresponding number of sick and personal leave days, and access to health, dental or life insurance plans.

C. All former office staff employees who have met the district qualifications for retirement, shall be entitled one step for every three years of service credit with the district. Retirees who substitute in the district will be placed on the salary schedule accordingly based on assignment. Retirees are responsible for following the rules that govern IMRF retirees. The district will not be held responsible for retirees who violate IMRF rules.

4.6 Job Skills

If a position requires a new skill or technological knowledge that the employee does not possess, the employee shall be offered the opportunity to gain the necessary training.

4.7 Reclassification

A bargaining unit member can request the review of a job classification or job description. The review will be conducted by the Director of Human Resources. A report on the findings of the review will be rendered to the requester within sixty (60) days.

4.8 Higher Classification Pay

Employees in the office staff bargaining unit working in a higher classification for five (5) hours or more, shall receive the higher rate of pay for those hours worked in the higher classification.

Article V. SENIORITY/DISCIPLINE

5.1 Probation

Newly hired employees, in a position covered by this agreement, shall be considered probationary employees for a period of ninety (90) calendar days during which time they shall demonstrate ability to perform to the satisfaction of the administration. Employees that are not new but rather transferring to another office staff position shall have the right of return to their previous office staff position or a comparable office staff position at any time during the first fifteen (15) work days of the new position if they fail to satisfactorily perform in the new office staff position or if the employee desires to return to her/his previous office staff position.

5.2 Probationary Discharge

During the probationary period, a newly hired employee, as defined in Article 5.1, is subject to discharge for failing to demonstrate ability to the satisfaction of the administration.

5.3 Seniority Defined

Seniority is defined as the longest period of continuous employment with the Joliet Township High School District in a capacity covered by the Agreement. Employees shall receive seniority credit since their most recent date of permanent hire with the Joliet Township High School District in a capacity covered in this agreement.

5.4 Discipline & Discharge

A. Definition

The Board agrees with the tenets of progressive and corrective discipline. Disciplinary action or measure shall include only the following:

1. Oral Reprimand;
2. Written Reprimand;
3. Suspension without pay (notice to be given in writing);
4. Discharge (notice to be given in writing)

Disciplinary action may be imposed upon an employee only for just cause.

B. Manner of Discipline

If the Board has reason to discipline an employee, it shall normally be done in a manner that will not embarrass the employee before other employees or the public and shall be done in a timely fashion. Any disciplinary investigation shall begin no more than 5 workdays after being notified of a problem. Upon conclusion of the disciplinary investigation, any discipline to be handed down shall be done with five (5) workdays.

C. Suspension Pending Discharge

The Board may suspend an employee for up to thirty (30) calendar days pending the decision whether or not charges for discharge shall be filed against an employee.

#### D. Pre-disciplinary Meeting

Prior to disciplinary action being taken against an employee, the administration shall meet with the employee involved and his/her Union representative and inform them of the reasons for any contemplated disciplinary action. The employee and Union representative shall be given the opportunity to present the employee's side of the incident and to rebut any testimony.

#### 5.5 Personnel Files

Upon written request, an employee shall have the right to review and have reproduced at his/her own expense, all materials in the employee's personnel file. Such review and reproduction shall be in the presence of the Director of Human Resources. Each employee shall have the right to insert material in the employee's personnel file that is relevant to the employee's service, including the right to reply to any material in the personnel file, at any time.

No material relevant to an employee's conduct, service, character, or personality shall be placed in an employee's personnel file unless the employee receives a copy of such material and notification that said material is being placed in the file(s).

Article VI. VACANCIES, BIDDING & TRANSFERS

6.1 Vacancies & Bidding

A. All vacancies, newly created positions, or other positions covered by this Agreement shall be posted on the electronic bulletin board for a minimum of five (5) workdays prior to the interview process beginning.

1. A notice of vacancies shall be available to all Bargaining Unit employees through the Joliet Township High Schools' website.

B. Bargaining Unit employees who apply for a vacancy within the bargaining unit shall be given full consideration and shall be granted an interview.

6.2 Involuntary Transfers

Notice of involuntary transfers shall be given to employees in writing not later than ten (10) workdays prior to the effective date of the transfer. An involuntary transfer shall be made only when dictated by the needs of the district or when there is a reduction in the number of employee assignments that results in the need to transfer employees or in matters of work performance. The employee and the Superintendent or designee shall confer prior to any involuntary transfer.

6.3 Release & Recall

If an office staff employee is removed or dismissed as a result of a decision of the school board to decrease the number of educational support personnel employees employed by the Board or to discontinue some particular type of educational support service, 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 30 days before the employee is removed or dismissed, together with a statement of honorable dismissal and the reason therefore.

Prior to being released, a consultation will be held with the appropriate supervisory personnel and the employee whose position is being removed.

In the case of employees with less than one year of district seniority, the employee with the shorter length of continuing service within the respective classification shall be dismissed first.

In the case of employees with one or more years of district seniority, whose position is being eliminated within the respective classification, the affected employee shall be allowed to displace or “bump” the employee with the least district seniority within the respective classification provided they are qualified for the position as determined by the authorized administrator. If no one in the respective classification has less district seniority than the employee whose position was eliminated, then the employee shall have the right to “bump” an employee with less District seniority in the remaining classification provided they are qualified for the position as determined by the authorized administrator.

An employee displaced in the above procedure shall also have the right to a position in the same manner as described above. An employee may only bump into a position for which he/she is qualified, as determined by the authorized administrator.

If the board has any vacancies for the following school term within one calendar year from the beginning of the following school term following the reduction in force, such vacancies within a classification shall be offered to the employees so removed or dismissed from that classification. Failure to accept an offer of recall for which the employee is qualified will terminate the employee’s recall rights.

District seniority is defined in Article 5.3 of this contractual agreement.

If the employee is released and recalled to a position within the time frame specified above, for the purpose of this section, it will not constitute a break in service and the employees will not incur any loss in district seniority.

Article VII. EVALUATION

- 7.1 All employees will be evaluated once each year after a successful probationary period has been completed.
- 7.2 Evaluations shall be made by the immediate supervisor and will be prior to April 1 of each year. Failure of the supervisor to evaluate an employee prior to April 1 shall constitute a rating of “Proficient” for the purpose of the current evaluation; furthermore, the supervisor shall provide some feedback to the employee.
- 7.3 A conference shall be held between the employee and the supervisor. The employee shall be provided with a draft copy of the evaluation report one workday prior to the time of the conference for use during the conference.

The employee shall sign the evaluation which verifies that a conference was held, and the evaluation report was read. The employee may submit a response to the evaluation report, and have it attached to the report.

Article VIII. OTHER WORKING CONDITIONS

8.1 Parking Permits

Parking spaces and permits shall be provided for each member of the Bargaining Unit.

8.2 Physical Examinations

The Board requires of all new employees, evidence of physical fitness to perform duties assigned and freedom from communicable disease. Such evidence shall consist of a physical examination made by a physician licensed to practice medicine and surgery in all its branches. The examination shall be made not more than ninety (90) days preceding time of presentation to the Board for employment and the cost of such examinations shall rest with the employee. The Board may require subsequent examinations in which case the Board will bear the cost of such examination.

8.3 Legal Representation

A. Assault and/or Battery

In the event of an assault and/or battery suffered by an employee in connection with his/her employment, the employee shall immediately file a written report to the supervisor. The report shall be forwarded through the administrative channels to the Superintendent who shall comply with a reasonable request from the employee for information or advice relating to the incident of the persons involved.

B. Defense Against Suits

The Board shall provide for the legal support and/or defense of Bargaining Unit employees in cases arising out of the course of employment.

8.4 Absences

An employee is required to call in and report their inability to work as far in advance as possible with a minimum of at least one hour prior to their start time by first calling their immediate Supervisor's work number and/or sending them an electronic communication. An employee may be subject to discipline upon three consecutive working days of No Call/No Show absences. An employee may be subject to discipline and/or discharge from employment upon five consecutive working days of No Call/No Show absences.

Absence due to assault while in the performance of duty shall not be charged against the employees' normal sick leave.

Deduction of sick leave and personal leave for full-time employees shall be computed on an equivalent time basis.

Salary deductions may be approved for unauthorized absences. Recommendation of such deduction shall be made by the supervisor with subsequent approval of the Director of Human Resources.

Article IX LEAVES

9.1 Sick Leave

- A. Sick leave of seventeen (17) days at full pay shall be granted to all full-time (regularly employed for thirty-five (35) hours or more per week) employees.
- B. Employees regularly employed from twenty (20) to thirty-four (34) hours, inclusive, per week are entitled to ten (10) units (equated days) of sick leave.
- C. Part-time employees may accumulate sick days up to a maximum of 120 days.
- D. Full-time employees may accumulate sick days equal to a maximum of 340 days.
- E. All office personnel regularly employed for eight (8) hours or less per week shall not be entitled to any sick leave.
- F. Sick leave shall not cover those days employees are not regularly scheduled to work.
- G. The Union agrees and acknowledges that the Board of Education may exercise all rights granted according to the Illinois School Code (105ILCS 5/24-6) which states: “The school board may require a physician’s certificate, or if the treatment is by prayer or spiritual means, that of a spiritual adviser or practitioner of such person’s faith, as a basis for pay during leave after an absence of three (3) days for personal illness, or as it may deem necessary in other cases. If the school board does require a physician’s certificate or a certificate from a spiritual healer as a basis for pay during leave of less than three (3) days, the school board shall pay, from school funds, the expenses incurred by the employee in obtaining the certificate.” A certification from a qualified health care provider, when requested, must be provided within ten (10) business days.

9.2 Personal Leave

Three (3) days of approved personal leave for employees are granted with pay in event of an emergency or business of a personal nature which must be taken care of during a work day, except those items of business connected with income producing endeavors or with other employment. The appropriate form must be completed specifying the reason and requesting permission to be excused from work. The form must be submitted to the Director of Human Resources bearing the approval of the immediate supervisor and/or Principal. The three (3) days personal leave are to be deducted from sick leave when used. Personal leave will not be granted when it is requested to extend a vacation or holiday period except when granted by the Administration for attendance or participation, including necessary travel, at significant family events. Such events may include, but not by way of limitation, the wedding, anniversary or graduation of a member of the employee’s immediate family. Employees requesting such leave must provide a written explanation of the reasons and circumstances for the request. Decisions by the Administration granting or denying such requests shall not be precedential with respect to other similar requests and shall not be subject to the arbitration step of the grievance procedure found in Article XIII of the Agreement.

### 9.3 Bereavement Leave

Bereavement leave shall be deducted from sick leave and shall be granted as follows:

- A. A maximum of five (5) days will be granted upon occurrence of death when the relationship of the deceased to the employee is that of parent, parent-in-law, spouse, child, stepchild or stepparent.
- B. A maximum of three (3) days will be granted upon occurrence of death when the relationship of the deceased to the employee is that of sister, brother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, legal guardian, grandchild, grandparent, or other near relative who resides in the same household.
- C. The day of the funeral will be granted upon the death of a near relative not residing in the same household.
- D. Bereavement leave taken in accordance with items A, B, C, shall be taken from sick leave.
- E. Leaves taken for bereavement shall not be subtracted from personal leave unless more than the allowed leave is taken.

### 9.4 Child Care Leave

- A. Childcare leave shall be defined as a leave granted for maternity, paternity, foster, or adoptive parenthood. It is understood that foster parenthood will apply to cases involving children under the age of ten (10) years.
- B. An employee covered by this Agreement shall be permitted a leave of absence without compensation and without loss of seniority accrued at the time the leave commences. If the employee has worked ninety (90) days during the school year in which the leave is taken, the employee shall accrue seniority for that school year.

#### C. Maternity/Paternity Leave

Request for maternity/paternity leave shall be made to the Director of Human Resources as soon as it is determined that there is a need for such a request. The date at which the leave is expected to commence and indication of intent to return should be included.

- D. In maternity leave, sick leave may be used during the time that the employee is unable to work, to the extent that it has been accumulated. The balance of the leave shall be without pay.
- E. In the case of foster or adoptive parenthood, notification of anticipation of a leave shall be given to the building Principal at the time the employee has been notified of eligibility. Such notification of anticipated leave shall be placed on file with Human Resources for a period of one year and renewable each succeeding year.
- F. A childcare leave shall not exceed one year, unless mutually extended. A request for extension of childcare leave shall be submitted to the Superintendent of Schools, or his/her designee, at least sixty (60) calendar days prior to the expiration date of the leave.

- G. The employee may continue fringe benefits during unpaid leave by paying of their own premiums.
- H. Upon returning from childcare leave, an employee shall be placed in a comparable position for which he/she is qualified.

9.5 Court Appearances

- A. For school connected incidents, there shall be no loss of salary or leave days.
- B. For jury duty, an employee's salary shall be reduced by the amount of the fee received for services rendered or the employee may submit the amount earned to the District and there shall be no loss of personal leave or salary.
- C. For subpoenaed testimony in court, there shall be no loss of salary unless the employee is party to the court action.
- D. For personal cases, personal leave shall be used.

9.6 Unpaid Leaves

- A. A leave of absence may be granted without pay or fringe benefits, for good cause, as determined solely by the Board of Education. Employees have the option to pay their fringe benefits during this absence. In the event a leave is granted, it shall not exceed one (1) fiscal year, subject to recommendation of the administration and approval of the Board. Individuals on any unpaid leave of ten (10) or more consecutive months out of a school year will not receive credit for that year for salary schedule placement nor for the determination of seniority.
- B. Upon returning from an unpaid leave, an employee shall be placed in a comparable position for which he/she is qualified.

Article X. VACATION & HOLIDAYS

10.1 Vacation

Vacation shall be extended to full-time twelve (12) month employees and deemed earned at the close of the fiscal year. Only with special approval will vacation be carried over and used during the following year.

- A. New employees beginning work after July 1, will be granted vacation leave on the following basis: Those employees hired during July, August and September will be eligible for ten (10) vacation days the following summer. Employees hired after October 1 shall have their first year's vacation on a pro-rated basis - one (1) day for each calendar month of service remaining in the fiscal year.
- B. Vacation will not be granted until the employee has completed the ninety (90) day probationary period.
- C. Regular twelve (12) month employees paid vacation schedule shall be as follows:

Length of Service	Vacation Entitlement
Beginning Year 1	10 days
Beginning Year 5	13 days
Beginning year 6	14 days
Beginning year 7	15 days
Beginning year 8	16 days
Beginning year 9	17 days
Beginning year 10	18 days
Beginning year 15	20 days

- D. In addition, the Superintendent may elect to close school district offices for certain days during school vacation periods, at which time twelve (12) month employees will suffer no loss of pay. The closings are not to be considered automatic; however, when such occurs, it is additional benefit to clerical employees.
- E. All employees are allowed additional days off during Christmas and Spring Break vacation periods equal to one-half (½) of the days granted to teaching staff (the legal holidays shall count as part of the allowed days in each case). Ten (10) month employees are also off the balance of the two vacation periods without pay unless their immediate supervisor requests that they work and same is approved by the Director of Human Resources.
- F. Regular ten (10) month employees shall receive vacation entitlement to be paid at the end of the school year, as follows:

Length of Service	Vacation Entitlement
Year 1-10	8 days
Year 11-20	9 days
Year 21 and over	10 days

10.2 Holidays

A. The following are holidays, with pay, for all full-time twelve (12) month employees when such holidays fall on what would have been a regularly scheduled workday.

New Year's Day	July 4 <sup>th</sup>
Martin Luther King's Birthday	Labor Day
Lincoln's Birthday or President's Day	Columbus Day
Pulaski Day	Veteran's Day
Spring Holiday (formerly Good Friday)	Thanksgiving Day and the day after
Memorial Day	Christmas Day

Holiday pay shall be earned regardless of the day of the week upon which the holiday falls (base only, excluding overtime). The Superintendent may designate an alternative Monday or Friday for the recognition of a holiday which falls on a Saturday or Sunday, thereby superseding recognition of the original holiday.

B. The following are holidays, with pay, for full-time ten (10) month employees when such holidays fall on what would have been a regularly scheduled workday.

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday or President's Day	Veteran's Day
Pulaski Day	Thanksgiving Day and the day after
Spring Holiday (formerly Good Friday)	Christmas Day
Memorial Day	

C. Employees working on a holiday will be compensated at the rate of time and one-half, in addition to their regular salary.

D. Part-time office employees will be paid only those legal holidays which fall on one of their regular workdays at the rate commensurate to the number of hours in their normal work schedule.

10.3 Weather

Employees who are unable to report to work due to inclement weather conditions will have the option of charging such absence to personal leave or vacation leave. Leave without pay will be given where no leave is accrued.

Article XI. INSURANCE

11.1 All full-time employees who regularly work thirty-five (35) hours per week or more shall be entitled to insurance coverage at no cost to themselves except as stipulated in Article 11.21 below.

Employees who regularly work from twenty (20) to thirty-four (34) hours per week shall be entitled to the same insurance coverage as full-time personnel on an equal, cost share basis; i.e., the employee pays one-half (1/2) the cost and the district pays one-half (1/2).

Employees regularly employed from nine (9) to nineteen (19) hours per week may participate in the same insurances plans as full-time personnel by paying the entire cost themselves.

Employees regularly employed eight (8) hours per week or less shall not be eligible for insurance participation.

Retired employees may continue to receive health, dental and vision insurance coverage provided the retiree pays the entire premium (subject to the provisions of Article 12.2) in advance each quarter, is at least age fifty-five (55) and less than age sixty-five (65), has been employed by the District for at least five (5) full years, has immediately taken an IMRF and/or Social Security pension and has not accepted employment with another school district.

11.2 Types of Coverage

A. Health

The Board shall provide health insurance coverage (single or family at the employee’s option) for all full-time employees under Blue Cross/Blue Shield Usual and Customary coverage or Blue Cross/Blue Shield P.P.O. coverage, or an equivalent coverage plan, with major medical benefits of no less than \$2,000.000. The choice of the Usual and Customary plan or the P.P.O. and/or equivalent coverage plan shall rest with the Board of Education. Employees electing coverage under the plan selected by the Board will contribute to the cost of such coverage through payroll deduction as follows:

	% Employee
Single HMO	5%
EE+Children HMO	8%
EE+Spouse HMO	9%
Family HMO	9%
Single PPO	5%
EE+Children PPO	9%
EE+Spouse PPO	9%
Family PPO	9%

Single Blue Choice PPO	5%
EE+Children Blue Choice PPO	9%
EE+Spouse Blue Choice PPO	9%
Family Blue Choice PPO	9%
Single PPO H.S.A.	5%
EE+Children PPO H.S.A.	9%
EE+Spouse PPO H.S.A.	9%
Family PPO H.S.A.	9%

The proportionate share for insurance shall remain the same as it currently is for the 2020-2021, 2021-2022, and 2022-2023 school years. The total cost of that share shall not exceed the amount of any salary increase for members as long as their level of insurance remains the same.

**B. Life**

All full-time employees shall be entitled to a term insurance policy equal to the amount of their base salary to the nearest one thousand dollars (\$1,000).

**C. Dental**

Coverage to include: a) an 80% usual and customary coverage on basic preventative care with no deductible; b) an 80% usual and customary coverage on minor restorative care; c) an 80% usual and customary coverage on gold restorations, crowns, jackets and deductible prosthetics with a fifty dollar (\$50) deductible on “b” and “c” combined per person in each benefit period (maximum one hundred fifty dollars (\$150) per family) and maximum benefit coverage per person each coverage year of one thousand two hundred fifty dollars (\$1,250).

**D. Vision Service**

The Board shall provide each employee with a basic Vision Service Insurance Policy.

**E. Personal Property**

The Board of Education shall provide a fund to reimburse employees for damage to personal property while on school premises. The fund shall be limited to \$100 for any one loss per employee and a total of \$5000 for any fiscal year, with a \$25 deductible per person per occurrence. Exclusions shall include (a) intentional damage, (b) ordinary wear and tear, (c) moth or vermin damage, and (d) personal automobile. The Board of Education reserves the right to purchase a like replacement or to reimburse the employee up to the limits above.

**F. Workman’s Compensation**

All employees of the district regardless of part-time or full-time status are covered by Workman’s Compensation Insurance. Workman’s Compensation pays medical expenses and starting with the third (3<sup>rd</sup>) day of absence due to injury while on duty, it pays limited weekly benefits. Wages will not be paid nor sick leave authorized for any day for which Workman’s Compensation salary benefits are paid. Wage payments will stop as of the first (1<sup>st</sup>) day of

absence and will resume upon the return to duty of the employee. Accumulated sick leave may be used for any days of absence not covered by Workman's Compensation. Any employee injured while on the job must report the incident immediately to the immediate Supervisor and complete an Employee Incident Report.

Article XII. RETIREMENT

- 12.1 All full-time (thirty-five (35) hours or more per week) staff members who retire from School District 204 and immediately take retirement pension benefits, will be reimbursed by the Board of Education for unused sick leave days the employee is permitted to accumulate pursuant to Section 9.1 D at the following rate: FY21 (\$45.00), FY22 (45.00), FY23 (\$50.00). The retiree may use up to two hundred forty (240) days of unused accumulated sick leave toward his or her pension and may receive reimbursement for the remaining accumulated sick leave days. The following will disqualify a staff member for eligibility for sick leave payment:
1. Dismissal by the Board of Education.
  2. Having previously received this benefit from Joliet Township High Schools District 204.
- 12.2 Employees retiring from the Joliet Township High Schools and immediately drawing Illinois Municipal Retirement Fund pension benefits, will be allowed to enroll in either District provided hospitalization insurance coverage or any available Illinois Municipal Retirement Fund System hospitalization insurance coverage for which they are eligible so long as the insurance companies writing such coverage continue to approve participation by the retirees. The retiree will be responsible for the full amount of the premium applicable to the particular coverage, except District 204 will contribute \$80.00 (FY21), \$90.00 (FY22), \$100 (FY23) per month for single coverage or \$135.00 (FY21), \$140.00 (FY22), \$145.00 (FY23) per month for family coverage. This payment can be deducted from the amount due to District 204 if District provided coverage is selected or paid to the employee if Illinois State Municipal Retirement System coverage is available and selected. The contribution by District 204 will terminate at age 65.
- 12.3 A one-time retirement incentive shall be available to retirees immediately drawing Illinois Municipal Retirement Fund pension benefits who have at least fifteen (15) years of full-time service in District 204. Eligible employees within fifteen (15) to twenty- four (24) years of service will receive \$115.00 (FY21), \$120.00 (FY22), \$125.00 (FY23) per year for each year of full-time service in District 204 and those with twenty- five (25) or more years will receive \$130.00 (FY21), \$135.00 (FY22), \$140.00 (FY23) per year of each year of full-time service in District 204. It shall be the responsibility of the retiring employee to notify the Superintendent, or designee, in writing prior to April 1 of the year of retirement of his/her intention to retire and receive this incentive.

## Article XIII. GRIEVANCE PROCEDURE

### 13.1 Individual Problems

Disputes between the parties shall be first processed on an informal basis whereby the employee involved will first present the problem to the immediate supervisor. If the problem is still unresolved, the Building Representative may informally present the problem to the immediate supervisor or to the Principal. If the problem is not resolved informally and qualifies as a grievance by definition it may be formally grieved.

### 13.2 Grievance Definition

Any grievance, for the purpose of the Agreement, shall be defined as any dispute or difference of opinion between the Board and the Union or between the Board and any of its employees covered by this Agreement involving the meaning, interpretation or application of the provisions of this Agreement.

### 13.3 Grievance Procedure

For the purposes of this Agreement, days shall mean calendar days for initial submission of a grievance. All other references to days in this section mean workdays in accordance with each specific office staff position.

#### A. Grievances shall be handled in the following manner:

Any employee who believes he/she has a grievance shall present it, in writing, to the immediate supervisor, with a copy to the Building Representative. Any such grievance shall be presented within fourteen (14) days after the occurrence of the event giving rise to the grievance or fourteen (14) days after the employee becomes aware of the grievance. A meeting shall then be set to occur within seven (7) days following the presentation of the grievance. Those present at such meeting shall be the aggrieved employee, the Building Representative, the immediate Supervisor and the building Principal, if appropriate. The immediate Supervisor's answer shall be given in writing to the aggrieved employee with a copy to the Building Representative within seven (7) days following said meeting.

B. If the grievance is not settled satisfactorily as provided above, the written appeal shall be submitted to the Director of Human Resources by the grievant within seven (7) days after its receipt of the answer in 13.31 above. A meeting shall be held within ten (10) days, at which the immediate Supervisor, the Principal, if appropriate, the Director of Human Resources, the Council President and the aggrieved employee shall be present. An attempt shall be made normally to resolve the grievance at said meeting, but in any event the Director of Human Resources' answer shall be given to the grievant within five (5) days with a copy to the Union.

C. If the grievance is not settled satisfactorily as provided above, the grievant may appeal, in writing, to the Superintendent, within seven (7) days following the Director of Human Resources' answer. A meeting shall be held within seven (7) days in which the immediate supervisor, the Principal, the Superintendent, the Union President and the aggrieved employee shall be present. An attempt shall be made normally to resolve the grievance at said meeting, but in any event, the Superintendent's answer shall be given to the grievant within seven (7) days following the next succeeding regular meeting of the Board.

- D. If the grievance is not settled satisfactorily as provided above, grievant may appeal, in writing, to the Board within seven (7) days following the Superintendent's answer. The Board shall hear the matter no later than at its next regular Board meeting and shall render its decision not later than seven (7) days thereafter.
- E. If the matter is not settled satisfactorily as provided above, Union may appeal in writing to the Superintendent within seven (7) days following the Board's answer, requesting that an impartial arbitrator be produced to give his opinion as to the proper interpretation or application of the provision of the Agreement involved. The parties shall meet within ten (10) days thereafter to choose an impartial arbitrator for this purpose. The arbitrator's authority shall be specifically limited to an interpretation of a specific provision, or provisions of the Agreement as applied to the facts of the written grievance involved. The arbitrator shall have no right to amend, modify, nullify, ignore or add to the provisions of this Agreement. His decision shall be based solely upon the interpretation of the meaning or application of terms of this Agreement to the facts of the grievance presented. The arbitrator's decision shall be binding on the Board and the Union. The costs of such arbitration shall be borne equally by the Board and by the Union.

13.4 It is understood that, with the written agreement of both parties, the time limits specified in this Grievance Procedure may be extended or waived.

13.5 A grievance must be filed and appealed within the time limits set forth above or it shall be considered waived (if not filed in time) or settled on the basis of the last answer given (if not appealed in time).

13.6 The expense of the arbitration, including the arbitrator's fees and costs of the transcripts, if any, shall be shared equally by the parties. The expense of each party's presentation to the arbitrator shall be borne by the party involved.

13.7 Participation in a grievance procedure shall not be cause for reprisal against the employee.

13.8 Advance Grievance Step Filing

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure may, by mutual agreement, be filed at the appropriate advance step where the action giving rise to the grievance was initiated. Mutual agreement shall take place between the appropriate Union representative and the appropriate employer representative at the step where it is desired to initiate the grievance.

Article XIV. SALARY PROVISIONS

14.1 Salary Schedule

See Appendix A

14.2 New Employees- Outside experience credit shall be offered up to seven (7) years of experience. Upon discretion of the administration part-time service credit may be granted at a maximum of 1 year credit for every two years of part-time related experience. Credit for past related experience and college credit will be granted pending written confirmation from former employers and official college transcripts.

14.3 New and current personnel may be granted salary advancement for acceptable college credit as follows:

30-44 credits:	1 year
45-59 credits:	2 years
60-74 credits:	3 years
75+ credits up to a Bachelor's Degree:	4 years
Bachelor's Degree +:	5 years

To qualify for this credit towards salary advancement, courses submitted must be related to one's job or job skills.

Recognition of college credit will be once annually. Official transcripts shall be submitted to the Director of Human Resources prior to October 1 of any year.

14.5 Pay Days

All full-time employees expected to work a minimum of 170 days per work year, who are covered by this Agreement, have the option of receiving their pay every two (2) weeks for a total of 21 paychecks throughout the school year or every two (2) weeks for a total of 26 paychecks throughout the calendar year.

14.6 Additional Payroll Deductions

Employees may make arrangements with the business office, for the deposit of savings in a personal savings account or credit union, or for the purchase of a tax-sheltered annuity.

14.7 Placement

A. If a person was or is employed during July 1 through March 31, a full year of service credit will be given for that year. If employed after that date, no service credit will be given for that year.

B. Each member of the Bargaining Unit will advance one placement step on July 1 of each year during the life of this contract.

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Article XV. PROFESSIONAL DEVELOPMENT

Employees may request authorization to attend classes, workshops, seminars and other activities which will enhance their professional development at no loss of pay or benefits.

Appendix A. Salary Schedules

2019-2020		
Step	OS I	OS II

1	\$ 12.76	\$ 12.19
2	\$ 12.95	\$ 12.37
3	\$ 13.25	\$ 12.66
4	\$ 13.57	\$ 12.94
5	\$ 13.87	\$ 13.24
6	\$ 14.16	\$ 13.49
7	\$ 14.47	\$ 13.80
8	\$ 14.80	\$ 14.11
9	\$ 15.13	\$ 14.43
10	\$ 15.47	\$ 14.76
11	\$ 15.82	\$ 15.08
12	\$ 16.18	\$ 15.43
13	\$ 16.54	\$ 15.77
14	\$ 16.91	\$ 16.13
15	\$ 17.30	\$ 16.49
16	\$ 17.69	\$ 16.86
17	\$ 18.09	\$ 17.24
18	\$ 18.49	\$ 17.63
19	\$ 18.91	\$ 18.04
20	\$ 19.32	\$ 18.44
21	\$ 19.77	\$ 18.85
22	\$ 20.20	\$ 19.27
23	\$ 20.66	\$ 19.70
24	\$ 21.14	\$ 20.15
25	\$ 21.61	\$ 20.60
26	\$ 22.09	\$ 21.07
27	\$ 22.58	\$ 21.54
28	\$ 23.09	\$ 22.02
29	\$ 23.62	\$ 22.51
30	\$ 24.14	\$ 23.03
31	\$ 24.69	\$ 23.55
32	\$ 25.25	\$ 24.06
33	\$ 25.82	\$ 24.62

2020-2021		
Step	OS I	OS II

1	\$ 13.76	\$ 13.19
2	\$ 13.95	\$ 13.37
3	\$ 14.25	\$ 13.66
4	\$ 14.57	\$ 13.94
5	\$ 14.87	\$ 14.24
6	\$ 15.16	\$ 14.49
7	\$ 15.47	\$ 14.80
8	\$ 15.80	\$ 15.11
9	\$ 16.13	\$ 15.43
10	\$ 16.47	\$ 15.76
11	\$ 16.82	\$ 16.08
12	\$ 17.18	\$ 16.43
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22	\$ 21.20	\$ 20.27
23	\$ 21.66	\$ 20.70
24	\$ 22.14	\$ 21.15
25	\$ 22.61	\$ 21.60
26	\$ 23.09	\$ 22.07
27	\$ 23.58	\$ 22.54
28	\$ 24.09	\$ 23.02
29	\$ 24.62	\$ 23.51
30	\$ 25.14	\$ 24.03
31	\$ 25.69	\$ 24.55
32	\$ 26.25	\$ 25.06
33	\$ 26.82	\$ 25.62

2021-2022		
Step	OS I	OS II

1	\$ 14.76	\$ 14.19
2	\$ 14.95	\$ 14.37
3	\$ 15.25	\$ 14.66
4	\$ 15.57	\$ 14.94
5	\$ 15.87	\$ 15.24
6	\$ 16.16	\$ 15.49
7	\$ 16.47	\$ 15.80
8	\$ 16.80	\$ 16.11
9	\$ 17.13	\$ 16.43
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29	\$ 25.62	\$ 24.51
30	\$ 26.14	\$ 25.03
31	\$ 26.69	\$ 25.55
32	\$ 27.25	\$ 26.06
33	\$ 27.82	\$ 26.62

2022-2023		
Step	OS I	OS II

1	\$ 15.76	\$ 15.19
2	\$ 15.95	\$ 15.37
3	\$ 16.25	\$ 15.66
4	\$ 16.57	\$ 15.94
5	\$ 16.87	\$ 16.24
6	\$ 17.16	\$ 16.49
7	\$ 17.47	\$ 16.80
8	\$ 17.80	\$ 17.11
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30	\$ 27.14	\$ 26.03
31	\$ 27.69	\$ 26.55
32	\$ 28.25	\$ 27.06
33	\$ 28.82	\$ 27.62

All members off salary schedule will receive a 3% increase

COUNCIL 604 REPRESENTATIVES

Ms. Valentina Luna  
President, Council 604

Mr. Erik Jurgens  
Chief Negotiator

Jodi Casagrande  
Negotiator

Ms. Grace Gonzalez  
Negotiator

BOARD OF EDUCATION REPRESENTATIVES

Dr. Ilandus Hampton  
Chief Negotiator

Mr. Chris Olson  
Negotiator

Mr. John Randich  
Negotiator

In witness whereof, the parties hereto have set their hands this 16th day of June 2020.

For the Employer:  
Joliet Township High School District 204

For the Union:  
AFT - Local 604, AFT/IFT AFL-CIO

\_\_\_\_\_  
Dr. Ilandus Hampton  
Assistant Superintendent for Business Services

\_\_\_\_\_  
Valentina Luna  
Council President