

**Agreement**

**Between**

**The Board of Education Oak Park  
and River Forest High School  
District 200, Cook County and**

**Service Employees International Union, Local73**

**Buildings and Grounds, Custodial, and  
Maintenance Contract**

**July 1, 2019 through June 30, 2023**

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## **Article I**

### **RECOGNITION OF THE UNION**

The Board of Education of Oak Park and River Forest High School District #200, Cook County, Illinois, hereinafter referred to as the “District” hereby recognizes the Service Employees International Union, Local 73, AFL-CIO, hereinafter referred to as the “Union” as the sole and exclusive bargaining representative for the purpose of negotiating wages, hours, terms and conditions of employment for custodial and maintenance employees of the District, hereinafter referred to as “employees”, excluding the Director of Buildings and Grounds, Assistant Director of Buildings and Grounds, and Head Custodian.

## **Article II**

### **CHECKOFF OF UNION DUES**

**Section 1 – Union Dues:** The District agrees to uniformly deduct the regular monthly dues required as a condition of continued Union membership from the wages of employees who become or are Union members and shall remit same to the Union on or before the 15<sup>th</sup> day of each month, providing the employee signs and submits to the District a written authorization to deduct – Union dues. The Secretary-Treasurer of the Union, or designee, shall certify to the Employer the amount of union dues and initiation fees, which shall be uniform for all employees.

## **Article III**

### **MANAGEMENT RIGHTS**

Except as specifically limited by the express provisions of this Agreement, the District retains exclusively to itself the traditional rights to manage the building operations and maintenance services and to direct its employees, including, but not limited to, the ability to: direct, plan, and control operations; change existing methods, equipment, and facilities and/or to introduce new or improved ones; terminate, in whole or in part, operations; utilize suppliers and sub-contractors; to determine which services shall be performed; establish, monitor, accurately account for, and change the hours of work; select, hire, and transfer employees; assign them to work as needed; assign overtime; promote, demote, suspend, discipline, and discharge employees for cause (probationary employees without cause); make and enforce reasonable rules not inconsistent with the provisions of this Agreement; and to lay off and relieve employees from duty because of a lack of work or other legitimate reasons.

## Article IV

### PUBLIC RELATIONS

**Section 1 – Employee Pride:** Each employee shall take pride in being a member of a team doing an important job for the school and the community. The ability to get along with people requires a genuine friendliness toward each other, students, parents, other employees, and visitors.

**Section 2 – Observation of Acts of Vandalism:** In the event that employees should observe some acts of vandalism or misbehavior, notification of an administrator, supervisor, teacher or security personnel should occur as soon as practicable. If none of these individuals are available, employees should try in a courteous way to get the person's name either from the individual or other individuals nearby, and submit the name(s) and a summary of the incident to the Director of Buildings and Grounds. Employees should not resort to force under any circumstances.

## Article V

### UNION RIGHT AND RESPONSIBILITIES

**Section 1 – Labor Management Meetings:** Quarterly Labor-Management meetings will be held at mutually agreeable times. Additional meetings to discuss special circumstances may be held if mutually agreed upon by both parties. Each party shall be limited to five (5) people attending the meeting unless mutually agreed upon by both parties.

**Section 2 – School Mail and Bulletin Board:** The Union shall have the right to communicate with its members by means of employee e-mail and a designated Union bulletin board to be located in the common areas accessible to all employees. The Union agrees that the use of school email and bulletin board must be clearly related to a legitimate Union purpose.

**Section 3 – Use of Building:** The Union shall have the right to use District facilities for the purpose of conducting Union business. General membership meetings may be held as agreed upon by the Union and management for a period of time not to exceed one (1) hour during working hours. General membership meetings may be held provided:

- A. a request is made to the Director of Buildings and Grounds at least two (2) calendar days in advance of the meeting;
- B. sufficient space is available for the meeting;
- C. the meeting neither interferes with the educational programs of the District or conflicts with District events; and
- D. the Union promptly reimburses the District for any damage or other reasonable expense incurred by the District as a result of the meeting.

Steward Committee meeting are expected to be held at a time that does not conflict with their working hours.

**Section 4 – Right to Organize:** Employees shall have the right to organize, join, and assist the Union and to participate in collective negotiations with the Board. The District shall not discriminate against any employee with respect to hours, wages, and other terms and conditions of employment by reason of membership in the Union, participation in negotiations with the District, or the institution of any grievance, complaint, or proceeding under this agreement.

**Section 5 – Non-Discrimination:** Neither the District nor the Union shall discriminate against any employee because of age, ancestry, color, disability, gender, marital status, military status, nationality race, religion, or sexual orientation, or membership or non-membership in the Union. Grievances under this section may proceed up to, but not including, arbitration.

**Section 6 – Copy of Agreement:** Within a reasonable period of time after the ratification of this Agreement by both parties, the District shall provide each employee with a copy of the Agreement.

**Section 7 – Availability of Financial Data:** Upon written request, the Union shall be supplied public information concerning the financial position of the District including, when prepared, a copy of the current annual audit report, monthly financial statements and the tentative and final budgets.

## ARTICLE VI

### NO STRIKE AND NO LOCKOUT

**Section 1 – Work Stoppage:** The Union shall not engage in, nor in any way encourage, sanction, or condone any strike activity, or concerted stoppage of work during the term of this Agreement.

**Section 2 – Lockout:** The Board of Education shall not engage in any lockout of employees represented by the Union during the term of this Agreement.

**Section 3 – Interest of Public Safety:** In the interest of public safety, the Union agrees that, in the event of a work stoppage, one or more qualified members of the Bargaining Union will be provided to handle boilers and/or emergencies.

## ARTICLE VII

### GRIEVANCE PROCEDURE

**Section 1 – Definition:** Any claim by an employee that is accepted by the Union or a claim of the Union that there has been a violation, misinterpretation or misapplication of the terms of this Agreement shall be considered a grievance.

**Definition of Days:** The term “days” as used herein shall mean work days for Employees in this bargaining unit. Official District holidays, emergency days off, Saturdays and Sundays shall not be counted as work days for the purpose of this Article.



**Section 2 – Grievance Process:** The parties hereto acknowledge that it is desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and informal communication and at the lowest possible level. Grievance issues will be processed, subject to Section 3b, as follows:

- A. Concern Step. Before filing a written grievance, an employee or Union representative shall make a verbal statement or request regarding a specific provision in the contract to the Director of Buildings and Grounds or (his/her designee). A verbal response would be given by the Director of Buildings and Grounds.
- B. Step 1 – Director of Buildings and Grounds Level: The employee shall present the grievance in writing to the Director of Buildings and Grounds or (his/her designee). If the grievance affects a number of employees, the Union may present the grievance in writing to the Director of Buildings - and Grounds or designee. The grievance shall set forth the facts of the grievance, the section or sections in the Agreement allegedly violated and the remedy requested. Such grievance shall be submitted within ten (10) days of the occurrence of the grievance or within ten (10) days of when such occurrence should reasonably have become known. The employee shall present the grievance in writing to the Director (or his/her designee). The Director shall arrange for a meeting to take place within five (5) days after receipt of the grievance. Within five (5) days after completion of the conference, the Director shall give his/her decision and the reasons to the grievant/Union in writing.
- C. Step 2 – Human Resources Level: If the grievance is not resolved in Step 1, the employee or the Union may appeal the grievance in writing to the Assistant Superintendent for Human Resources within ten (10) days after receipt of the Step 1 answer. The Administrator shall arrange for a meeting to take place within five (5) days after receipt of the appeal. Within ten (10) days after completion of the conference, the Administrator shall give his/her decision and the reasons to the grievant/Union in writing.
- d. Step 3 – Superintendent Level: If a satisfactory agreement is not reached at Step 2, the grievant may appeal to the Superintendent (or his/her designee) in writing within 10 days after the grievant has received the Step 2 decision of the Assistant Superintendent for Human Resources. The grievance shall be deemed withdrawn if not appealed on a timely basis. The Superintendent (or his/her designee) shall hold a conference with the Grievant within ten (10) days of receipt of the appeal, and a written decision shall be rendered by the Superintendent or designee within ten (10) after the conference.
- e. Step 4 – Board of Education Level: If the grievance is not resolved in Step 3, the employee may refer the grievance in writing to the Board of Education within ten (10) days after the receipt of the Step 3 answer.

In case of the termination, the Board of Education will hold a meeting to take place

within ten (10) days of the appeal. Within five (5) days after the completion of the conference, the Board of Education will give its opinion and reasons to the grievant/Union in writing.

In all other cases, the Board of Education will discuss at its next regularly scheduled Board meeting all grievances which have been appealed in time to be included in the agenda, which is normally prepared five (5) days prior to the next regularly scheduled Board meeting.

- f. Step 5 – Arbitration: If the Union is not satisfied with the disposition of the grievance at Step 4, the Union may submit the grievance to binding arbitration. If the written demand for arbitration is not filed with the District’s Assistant Superintendent for Human Resources within twenty (20) days of the date of Step 4 response, then the grievance shall be deemed withdrawn. The parties agree to request the American Arbitration Association (AAA) to submit a list of arbitrators who are members in good standing of the National Academy of Arbitrators.

The parties agree to follow the AAA rules and regulations for selection of an arbitrator. The party filing the grievance shall strike first.

### **Section 3 – General Provisions:**

- A. Work Hours: In all steps of the grievance procedure, if the District requires such steps to be held during the work hours of the grievant or the grievant's representative (if a District employee), such employees will be excused with pay for that purpose. Employees required by the Board to attend arbitrations shall be excused with pay. Arbitration hearing shall not be held during employee work hours without mutual consent of the Union and the Board.
- B. By-pass Steps: If a grievance arises from the action of an authority higher than the Director of Buildings and Grounds, the Union may present such a grievance at the appropriate steps of the grievance procedure, with the approval of the appropriate authority.
- C. No Reprisals: An employee who participates in the grievance procedure shall not be subject to disciplinary action or reprisal by the Board or Union because of such participation.
- D. Right to be Present: The employee and his/her Union representative have the right to be present at all steps of the grievance process.
- E. Copies: At the request of the grievant or his/her Union representative, the District shall provide copies of all documents submitted by the Administration at Steps 1 and 2 of the grievance procedure.
- F. Failure to Appeal: The failure of the grievant or the Union to act within the time limits

set forth shall preclude further appeal of the grievance. Upon failure of the District to meet the time limits prescribed in this Article, the grievance shall be automatically advanced to the next highest level.

- G. Extensions: All time limits may be extended by mutual agreement between the parties.

**Section 4 – Scope of Arbitration:** The arbitrator shall consider and decide only the specific issue submitted in writing and shall base the decision upon his/her interpretation of the meaning or the application of the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. If no joint written stipulation of the issue is agreed upon by the parties, the arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing in Step 1 or 2 of the grievance procedure. The arbitrator shall have no authority to make a recommendation on any issue not so submitted or raised. The arbitrator shall be without power to make recommendations contrary to or inconsistent with any applicable laws or rules or regulations of administrative bodies that have the force and effect of the law.

**Section 5 – Cost of Arbitration:** Each party shall bear the cost of its representation. The cost of the arbitrator and AAA shall be divided equally between the parties. If either party requests a transcript of the proceedings, that party shall bear the full cost of the transcript. If both parties order a transcript, the cost of the transcript(s) shall be divided equally between the Board and the Union.

## ARTICLE VIII

### PERSONNEL FILE

**Section 1 – Personnel File:** Only one (1) official personnel file shall be maintained by the Board, which shall be the property of the District.

**Section 2 – Right of Access:** The District agrees that the employees shall have the right of access to their personnel files as provided for in the Illinois Personnel Records Act or as provided herein.

**Section 3 – Placement of Material in File:** Any material evaluative in nature, whether laudatory or critical, as well as any disciplinary material placed in an employee's file shall be signed and dated. A copy shall be given to the employee within five (5) working days.

**Section 4 – Right of Copy:** Each employee shall have the right to request a copy of any documents in their personnel file, with the exception of documents exempt under the Illinois Personnel Records Act. Employees requesting more than one (1) copy of any document in their personnel file during each fiscal year shall pay copying charges to the District equivalent to charges set by the Freedom of Information Act.

**Section 5 – Right of Attachment:** Each employee shall have the right to have dissenting or explanatory material attached to any document on file, and such material shall become an official part of the employee's personnel file.

**Section 6 – Removal of Disciplinary Material:** The District will, upon the written request of the employee, remove records of disciplinary action from the employee's file dated five or more years prior to the date of the employee's request. The District reserves the right to deny the employee's request if, in the view of the District, the material has legal implications.

## **ARTICLE IX**

### **PHYSICAL EXAMINATIONS**

The District shall require new employees to provide evidence of physical fitness to perform duties assigned and freedom from communicable disease. Such evidence shall consist of a physical examination, including a tuberculosis test, examination and results by the physician. This examination shall be taken not more than 90 days preceding the time of presentation to the Board of Education. The Board may, from time to time, require an examination of any employee by a physician and shall pay the expense thereof from school funds.

## **ARTICLE X**

### **HOURS OF WORK AND ATTENDANCE**

**Section 1 – Work Week:** Employees will be required to work at the regular hourly rate for forty (40) hours per week. Assignments will be normally made Monday through Friday, unless operational needs require a different schedule. Full-time employees shall receive one thirty (30) minute break to be taken prior to or after the lunch/dinner break subject to supervisor approval.

**Section 2 – Overtime Pay:** For all Buildings and Grounds employees overtime work shall be paid at the rate of time and one-half of the employee's hourly wage after forty (40) hours. For the purposes of calculating overtime, all paid leave hours shall be included as part of the forty (4) hours, except sick leave hours.

The parties hereby agree that when extra work is performed in the following three situations, sick leave will be counted for purposes of determining whether forty (4) hours have been worked and overtime is to be paid:

- \*Emergency snow removal and work directly related to such when done by the employees in the Grounds Crew and outside of their scheduled work hours;
- Work required of the Grounds Crew for game preparation for Athletic events or outside grounds events on sports field and outside of their scheduled hours;
- \*Emergency clean up or repair as deemed necessary by the Director of Buildings and Grounds.

All overtime must be approved in advance for work being performed.

\*Emergency shall be defined by the Assistant Superintendent of Finance and Operations and/or the Superintendent.

**Section 3 – Assignment of Overtime:** Building overtime shall be equalized among the employees through a rotation system beginning with the employees with the greatest amount of seniority, unless in emergency situations these employees are not available. Seniority will not be a factor if special skills are required for this overtime. Any employee, who fails to work overtime when it is the employee’s turn in the rotation, will forfeit any rights to overtime opportunities until such time as there is a normal return to his/her place in the rotation. Overtime shall be assigned by the Director of Buildings and Grounds or Head Custodian. If possible, notice shall be given of such overtime at least 48 hours in advance. Employees shall be expected to work on short notice in case of emergency.

**Section 4 – Call Back Pay:** Any employee who has left the building at the end of a workday, and is called back to work beyond regular working hours shall receive a minimum of two (2) hours pay plus one (1) hour for travel time. There shall be no pyramiding of call back hours.

**Section 5 – Shift Differential:** Payment of shift differential of \$.40 per hour will be made to all personnel working on the second shift and \$.45 per hour to those working on the third shift.

In all cases, shift premiums shall be paid on the basis of actual hours worked in each of the above periods. When an employee performs work during one or more of the above periods, the employee shall receive a shift premium for the total hours worked based upon the shift premium applicable to the period in which the majority of such hours fall. (In case hours of work fall equally into two periods, the higher premium should be paid for all hour worked). There shall be no shift differential for overtime holidays, illness, vacation, or personal leave.

<u>Shift</u>	<u>Period Covered</u>	<u>Shift Premium</u>
2	3:15 AM – 11:45 PM	\$.40 per hour
1	9:30 AM – 6:00 AM	\$.45 per hour

**Section 6 – Meal Break and Clean Up:** Bargaining Unit members shall have an unpaid thirty (30) minute duty free lunch/dinner period exclusive of the eight (8) hours worked. When the shift engineer is the only engineer on duty, he or she, will work eight (8) hours which includes a thirty (30) minute lunch period. Prior to the end of each shift, Bargaining Unit members shall be entitled to a fifteen (15) minute clean-up period to be taken at the end of his or her shift.

**Section 7 – Record Keeping:** To assist with the accuracy of record keeping, the District has implemented an electronic time/attendance electronic system and the parties agree that the District may perform periodic upgrades of the system and/or replace the system.

## ARTICLE XI

### JOB POSTINGS, FILLING OF VACANCIES AND POSITION DESCRIPTIONS

**Section 1 – Job Postings:** The District shall post all vacant regular positions, all temporary summer positions, any newly created positions covered by the agreement on the District website for a period of five (5) working days. Employees shall apply online as an internal applicant for any vacant positions they are interested in and qualified for.

**Section 2 – Filling of Vacant Positions:** It shall be the underlying practice of the District to promote from within the Buildings and Grounds staff if qualified employees are available. When job knowledge, training, attitude, ability, skill, efficiency and physical fitness are relatively equal among two or more employees, seniority shall be the determining factor. In the event the applicant(s) do not possess the immediate qualifications, skill, and ability to perform in the position, the District shall seek qualified applicants from outside. Each employee who is not selected will be advised by the Director of Buildings and Grounds regarding the reason. At the employee's request, the reason shall be outlined in writing.

**Section 3 – Promotions:** Any employee promoted to an assignment having a higher rate of pay shall be given a training period of up to forty five (45) days, with the higher rate of pay becoming effective immediately upon beginning work in the position. If unable to satisfactorily perform during the training period, the employee shall be returned to the employee's former position and rate of pay. If the employee is promoted to a higher level position that has a lower starting rate than the employee's current rate of pay, the employee will maintain the current rate of pay and receive a negotiated pay rate increase in subsequent years as described in Article XV.

**Section 4 – Position Descriptions:** Position descriptions for each individual job description will be maintained in the offices of Human Resources and the Director of Buildings and Grounds and will be given to the employee upon assuming the position and when the position description is amended.

Nothing contained herein shall compromise the right or the responsibility of the District to assign work consistent with the specifications of the classification.

**Section 5 – Salary at Time of Employment:** The salary at the time of employment will be as described by the Collective Bargaining Agreement.

## Article XII

### PERFORMANCE EVALUATION

**Section 1 – Performance Evaluations:** The purpose of a performance evaluation for an employee is to measure the employee's performance against the specification and performance requirements of the position the employee is filling. The performance evaluation answers the question of how well an employee is doing in meeting the department's performance standards for the job; it satisfies a basic need for employees to know where they stand with the organization in regard to

their performance; and it delineates areas of strengths and weaknesses. Where performance is below standard, the performance evaluation will suggest strategies for improvement.

Employees will receive a performance evaluation near the end of the 120-day probationary period and at least annually thereafter. Additional evaluations may be made between these required evaluations as deemed necessary by the Director of Buildings and Grounds. The Director of Buildings and Grounds may solicit feedback from the Head Custodian or the Assistant Director of Buildings and Grounds for the purpose of these evaluations. The Director of Buildings and Grounds must approve all evaluations.

Employees shall have thirty (30) days in which to provide written comments that are to be attached to the performance evaluation. The employee shall sign the evaluation and his/her signature shall only indicate that the employee has received the evaluation. A copy of the performance evaluation shall be provided to the employee at the time of signature.

Performance evaluations are not subject to grievance or arbitration under this Agreement.

**Section 2 – Remediation:** An employee who receives an unsatisfactory performance review rating shall be placed on a remediation plan for ninety (90) days. Prior to being placed on remediation the area(s) of performance concerns will be identified and discussed with the employee and his/her Union representative. A copy of the remediation plan will be provided in writing to the employee and the union representative. Employees who fail to satisfactorily complete the remediation period will be subject to disciplinary consequences up to and including a recommendation to the Superintendent for dismissal.

### Article XIII

#### SENIORITY, LAYOFFS, AND RECALL

**Section 1 – Probationary Period:** New employees shall have a probationary period of one hundred and twenty (120) days or four (4) months during which the District shall have the right to dismiss an employee without cause. During the probationary period, new employees shall not have access to the grievance and arbitration procedure for any issue regarding discipline or discharge. In addition, during the probationary period, new employees will not have access to sick and personal leave as outlined in Article XIX, Section 2.

**Section 2 – Seniority:** Seniority shall be defined as the continuous length of service with the District from the employee's most recent date of hire into the bargaining unit covered by this Agreement. Upon successful completion of a probationary period, seniority shall revert to the most recent date of hire.

**Section 3 – Resolving Identical Seniority for layoffs:** If two (2) or more employees have the identical seniority date and are both affected by a lay-off, then seniority shall be determined by a lottery witnessed by the Chief Steward of the Union and the Director of Buildings and Grounds. Exception: If an employee has service in the bargaining unit prior to his/her current seniority date, that employee shall be determined to have greater seniority.

**Section 4 – Continuous Service Interruption:** Continuous service shall be interrupted by resignation, retirement, termination for just cause, absence from work for three (3) consecutive days without authorization or notification to the District (except in an emergency), lay-off followed by a failure to respond to recall (time limit reflected in the notice of recall), non-performance of bargaining unit work as a result of a disability for a period of eighteen (18) months, or failure to report to work at the conclusion of an authorized leave of absence or vacation (except in an emergency).

**Section 5 – Seniority Accrual:** Seniority shall not accrue during any unpaid approved leave of absence of thirty (30) consecutive working days or more, excluding any job related disability/injury. An employee who leaves the bargaining unit to accept another position within the District, and then returns to a vacant position in the unit, within one (1) calendar year, shall have any previously earned seniority within the bargaining unit reinstated.

**Section 6 – Seniority List:** The District shall furnish the Union with an annual seniority list by February 1 of each year. Such list shall show the names of employees and the date of hire for each employee in order of his/her bargaining unit seniority by classification. The list shall be dated and posted and distributed to each bargaining unit member. The failure of the Union or any employee to object to an employee's placement on the seniority list within seven (7) working days following the receipt of the list will act as a waiver of any future challenges by the Union or the employee to that specific problem with the seniority list. This statement shall appear on the list when it is posted and distributed. The Chief Steward of the Union shall be notified of any revisions in the original list and new lists distributed to each employee.

**Section 7 – Layoff:** The Union and District agree that the following lay-off procedure was mutually negotiated and agreed upon and differs from the procedures set forth in the Illinois School Code Section 10-23.5. This procedure does not supersede the notification requirements as stated in Section 10-23.5.

If layoffs become necessary, the employees shall be laid-off in order of reverse seniority by classification. The classifications shall be:

- a. Custodial/Dock
- b. Painter
- c. Grounds
- d. Carpentry
- e. Electrical
- f. Engineers

An employee being displaced from his/her current job shall be able to displace the least senior employee with less seniority in another classification if the employee has the skills and qualifications and has had recent unit experience in that classification. Any employee who is displaced from his/her current job and takes a job in a lower paid category shall have wages frozen until such time as the salary scale for his/her new position catches up to their current salary scale,. However, if the employee earns more than ten percent above the new position rate, their rate of



pay will be reduced to the new position rate plus ten percent and frozen until such time that the salary scale for the new position catches up.

**Section 8 – Recall:** Employees shall have recall rights for one (1) year from the start of the next school year after they are laid-off. Employees shall be recalled by seniority from the recall list. No new employees shall be hired for bargaining unit positions as long as any employees are on the recall list and they possess the skills and ability to perform the duties required of the position. If an employee rejects a position for which they have been recalled, he or she gives up their recall rights. Employees on recall shall be responsible for alerting the Office of Human Resources of any address changes. The District shall send a certified letter, with return receipt requested, to the employee at his/her home to notify them of any job openings. The employee shall have five (5) working days from receipt of notice to contact the District and accept the position.

## Article XIV

### DISCIPLINARY ACTION

**Section 1 – Disciplinary Notice:** No non-probationary employee covered by this Agreement shall be suspended or discharged without written notice of the reasons for such suspension or discharge. All written discipline, suspensions, or discharges of non-probationary employees shall be for just cause. The District shall notify the Chief Steward of the Union within forty-eight (48) hours of any written discipline, suspension, or discharges that are acted upon. Probationary employees may be dismissed without cause during the one hundred and twenty (120) day probationary period.

**Section 2 – Disciplinary Procedure:** Except in cases of gross misconduct such as, but not limited to, gross insubordination, theft, violation of no strike clause, intoxication or being under the influence of non prescribed controlled substances at work, or falsification of school records or other employment related records, employees covered by this agreement shall be subject to the following progressive disciplinary system:

- A. Verbal Warning
- B. Written warning in Personnel File
- C. Suspension
- D. Termination

**Section 3 – Disciplinary Appearance:** With the exception of gross misconduct, an employee shall be given written notice if required to appear before the Board, Administration and/or Director of Buildings and Grounds regarding any investigation. If the employee reasonably believes that the outcome of the meeting will result in disciplinary action, the employee may request the presence of a Union representative.

If an employee is required to sign a written reprimand, suspension letter or notice, the employee's signature shall only mean that the employee has received a copy of the letter or notice. The signature does not mean the employee agrees with the contents. Written notice of this disclaimer shall be on all disciplinary documents.

**Section 4 – Suspensions:** No employee will be suspended with or without pay until the employee has been notified of the allegation giving rise to the suspension and the duration of the suspension.

## Article XV

### COMPENSATION AND INSURANCE BENEFITS

**Section 1 – Pay Rate Increases:** Pay rate increases for each contract year for all employees except lead positions and set-up crew will be \$.0.50 per hour for each Tier I employee and \$1.50 per hour for Tier II employees. All lead positions (Lead Carpenter, Assistant Head Custodian, Lead Electrician, Lead Engineer and Lead Grounds Specialist) will receive \$36.96 per hour for 2019-2020 and \$0.50 increase per hour for each of the remaining years of the contract. Set up Crew will receive \$2.00 per hour increase for each contract year. The retro pay for the 2019-2020 school year and pay for vacation days accrued during the 2018-2019 school year will be processed as separate checks no later than November 22, 2019.

**Section 2 – Benefit Eligibility:** Employees working thirty (30) hours or more a week shall qualify for insurance benefits.

**Section 2 – Hospital/Major Medical Insurance:** The District shall provide hospital/major medical, single or family insurance plans for employees eligible to participate in the plans. The benefits and coverages provided to bargaining unit members and member premium costs will be the same as the benefits coverages and premium costs provided to faculty members as provided for in the Agreement between Oak Park and River Forest High School District 200 and the Oak Park and River Forest High School Faculty Senate, IEA/NEA.

Participating employees who leave employment with the District may continue coverage under COBRA, at their own expense. The notice of rights under COBRA will be mailed to the separated employee.

Retirees under 65 years of age (with 10 years' service) are provided the same individual coverage, as described above, at the District's expense. Dependent coverage is available to retirees under age 65 (with 10 years' service) for 50% of the cost to the Board of Education.

**Section 3 – Dental Insurance:** Dental insurance will be provided at no expense for the employee only, with optional family coverage to be paid by the employee.

**Section 4 – Life Insurance:** The Board of Education provides a life insurance term policy to all employees qualifying for benefits in an amount equal to one times the base salary of each employee, rounded up to the next thousand. A double indemnity clause provides for double benefits in the case of accidental death, as well as special benefits in case of dismemberment.

## **Article XVI**

### **HOLIDAYS**

Employees will receive fifteen (15) paid holidays, which will be determined by the official school calendar.

Any employee scheduled to work on an observed school holiday as listed on the school calendar will receive time and a half for hours worked in addition to holiday pay. Employees scheduled to work on Easter Sunday, Christmas Day, New Year's Day and Thanksgiving Day will receive double time for hours worked in addition to holiday pay.

## **Article XVII**

### **TUITION REIMBURSEMENT**

The District wishes to encourage full-time employees to continue their education and, therefore, will reimburse tuition for employees covered by this Agreement, who have completed three years of service, upon presentation of evidence of having successfully completed and paid for any job related course of the employee's choosing. An interested employee shall notify the Office of Human Resources by September 15th for Fall semester and by February 15th for Spring semester of the employee's enrollment in a college credit course. Any college credit course or any course which is job related shall qualify for this reimbursement. The employee must still be employed by the District to receive reimbursement. Evidence of successful completion and payment must be turned into the Office of Human Resources no later than four months following course completion before reimbursement will be made.

Prior to registering for the course, the employee must obtain approval for the course by filling out a form that is available in the Office of Human Resources listing the name of the course, the address and name of the school where the employee plans to take the course, and the cost of the course. Only the cost of tuition, up to \$750 per year, will be reimbursed. Time off to take the course, transportation, supplies, books, and fees are not eligible for reimbursement.

Any job related college credit course or other job related course qualifies for reimbursement, however, the employee must remain an employee of the District for at least twelve (12) months following the completion of courses for which reimbursement is requested. If an employee voluntarily leaves the District prior to the completion of twelve (12) months of service, he/she is obligated to repay to the District the full amount of the reimbursed tuition.

## **Article XVIII**

### **LEAVES**

Absence from work for sick and personal leave will be tracked and deducted in one (1) hour increments. Vacation leave must be taken in one-half day or full day increments.

**Section 1 – Sick Leave:** Bargaining Unit members employed by the District as of April 22, 2009 shall earn thirteen (13) paid sick leave days per year, accumulated to a maximum of 270 sick leave days. Bargaining Unit members employed by the District as of April 23, 2009 shall earn ten (10) sick leave days per year to a maximum of 270 sick leave days. Sick leave is not available to probationary employees. Upon retirement, employees in good standing, 55 years of age or more with a minimum of five (5) years' service will receive payment of \$25.00 per day for unused sick leave up to the maximum of 270 unless the employee elects to apply unused sick leave as credit towards service as provided to members of the Illinois Municipal Retirement Fund. The payment of \$25.00 will be prorated for less than full-time employees based on the actual percent of service. A note from a physician may be required as a basis for pay after a sick leave absence of three days or as deemed necessary by the Office of Human Resources. Excessive use of sick leave days without verification of legitimacy by physician may result in disciplinary action. Bargaining unit employees who use four or fewer sick days in a fiscal year shall receive two (2) additional sick days the following year.

Employees are expected to notify the Director of Buildings and Grounds (or his/her designee) at least sixty (60) minutes prior to the start of his/her shift.

**Section 2 – Bereavement Leave:** Employees shall receive five (5) consecutive days of paid leave for absence due to the death of a spouse or child. Employees shall receive three (3) consecutive days of paid leave for absence due to a death in the immediate family. Immediate family is defined as father/guardian, stepfather, mother/guardian, stepmother, brother, stepbrother, sister, stepsister, grandparent, grandchild, any in-laws as stated, any relative living in the employee's house, or person for whom the employee serves as the legal guardian. Bereavement leave days are not deducted from sick leave days.

**Section 3 – Personal Leave:** Each full-time employee is entitled to two (2) personal leave days per year for the purpose of attending to personal business. No reason need be given. Except in cases of emergency, a minimum of twenty-four (24) advance notice to the Director of Buildings and Grounds *is required*. Unused personal leave days will be converted to sick days at the conclusion of each fiscal year. Any personal leave day taken beyond the entitlement will be considered unapproved and will result in a deduction of a day's pay. Personal leave days are not intended to be used as vacation or to extend holidays, compensatory time, or scheduled vacation, except with supervisor approval. Time off may be requested for the observance of religious holidays from the Assistant Superintendent for Human Resources. If approved, employees may use earned vacation time, or personal leave to make up the absence, provided such time is consistent with the District's operational needs. A per diem deduction may also be requested by the employee.

**Section 4 – Vacation:** All full time employees who were hired prior to July 3, 2010 will receive an annual allocation of 20 vacation days on July 1 for the days earned in the previous year. All other full-time employees will receive an annual allocation based upon their years of service as specified by the schedule below:

## Vacation Leave Schedule

Years of Service	Days of Vacation Leave
1-7 years	10 days
8-12 years	12 days
13-17 years	15 days
18+ years	20 days

All employees who give at least two weeks' notice and who resign or are terminated on/or after July 1 allowed earned vacation pay proportionate to that fractional part of the year worked plus any accumulated, unused vacation from the previous year. Fifty-two (52) weeks will be used as the basis for calculating the pro-rated payments.

All employees must take vacation time by November 1 following the year in which vacation is earned. Vacation time must be requested no less than five (5) business days in advance. Vacation requests must be approved by the supervisor and the Director of Buildings and Grounds. Consideration will be given to all requests for vacation time and the employee's preference will be respected whenever practicable; however, the District reserves the right to deny requests which in the opinion of management may jeopardize the operations of the school and/or the District. Competing requests submitted within five (5) working days of each other, for the same time off shall be decided on the basis of employee seniority within the Bargaining Unit.

### Section 5 – Military Leave:

- a. Eligibility and Request: Military leave shall be provided to all employees as required by law. Such leave must be requested by the employee with advance notice immediately following the employee's receipt of notice by the military.
- b. Terms: Terms of military leave shall be the same as a Leave of Absence except in the case of exclusions set forth by any benefit policies and except that, upon return from Military Leave, the employee shall have the Military Leave time credited to the employee's length of service.

**Section 6 – Leave of Absence:** After three (3) years of service to the District, an employee may request a leave of absence under the following conditions:

- A. A leave of absence may be granted for a minimum period of thirty (30) calendar days and a maximum period of one (1) calendar year. A leave of absence for a second year may be requested. Absence beyond the approved term of leave will be considered an abandonment of the position and may result in termination.
- B. An employee must submit a written request for the leave to the Assistant Superintendent for Human Resources to be approved by the Board of Education. For a first semester leave, the request must be submitted by March 1 of the preceding semester. For a second semester leave, the request must be submitted by November 1. An emergency leave may be considered by the District under special circumstances.

- C. In the event multiple requests are submitted for leaves of absence the District reserves the right to limit the number approved.
- D. No salary or wages or other remuneration will be paid to the staff member on leave. At the expense of the employee, insurance coverage may be continued during the period of the leave.
- E. Leaves of absence may be granted for study, travel, extended disability, parenthood, and for other circumstances deemed by the District to be meaningful.
- F. Bargaining unit employees shall not accrue sick days or vacation days during leaves of absence. Seniority will not accrue during leaves of absence.
- G. Return from a leave of absence at the end of one (1) year does ensure reemployment. The administration reserves the right to determine job assignment if the leave is for more than one year.

**Section 7 – Jury/Witness Duty:** Employees who work at least twenty (20) hours a week who are required to serve as jurors or who are required to appear as witnesses in court cases will be excused with pay for the time required to perform such duties upon presentation to the Office of Human Resources office evidence of the necessity of the legal appearance. An employee must remit to the District any witness/juror fees. Employees will be reimbursed for expenses at the standard, allowable rate set by the governmental entity.

**Section 8 – Sick Leave for Maternity Reasons** is covered under the Family Medical Leave Act (FMLA). An employee may accrue sick leave for childbirth to a maximum of thirty (30) consecutive working days. If additional sick leave is available and needed due to physical complications related to the birth, a physician's statement verifying the employee's incapacity will be required.

**Section 9 – Restricted Duty:** An employee who is unable to report to full duty work, with a medical doctor's note as verification, will work with his/her immediate supervisor and the Chief Steward of the Union to determine if an alternate work assignment is available and possible.

## **Article XIX**

### **ILLINOIS WORKERS' COMPENSATION**

**Section 1 – Workers' Compensation:** All employees of the school district are protected for injuries on the job under the Illinois Workers' Compensation Law.

**Section 2 – Accident Report:** Any employee injured while on duty and carrying out the work of his/her assignment will immediately notify his/her immediate supervisor so that the required accident report may be prepared and filed.

**Section 3 – Emergency Situations:** In case of an emergency the employee should go or be taken to a doctor or hospital as listed in the Business Office for Workers' Compensation.

**Section 4 – Medical Hospital/Doctor Reporting:** In reporting to the hospital or doctor, the injured employee should advise medical personnel that the injury is a Workers' Compensation case and that all bills for all professional services should be forwarded to the Chief Financial Officer, Oak Park and River Forest High School, 201 North Scoville Avenue, Oak Park, Illinois 60302.

If the hospital will not accept the workers' compensation claim, please keep all receipts and submit them to the Business Office for reimbursement from Workers' compensation third party administrator.

**Section 5 – Absence Related to Injury or Accident:** During an absence due to injury or accident on the job, the employee shall receive compensation as approved and provided by Workers' Compensation Insurance.

## Article XX

### RETIREMENT BENEFITS

**Section 1 – Retirement Incentive:** Full-time employees who have been employed at least 10 years, are eligible for retirement with IMRF and give at least a two month notice of their intention to retire, shall be paid a retirement incentive of \$2,000.

In addition, if the employee retires no later than the first year he or she is eligible for retirement with IMRF, or if any eligible employee submits a written notice of retirement on or before May 1 of 2020 for an effective retirement date set to occur on or before June 30, 2023, the employee will also receive a payment of \$5,000 to be paid ninety (90) days after the employee's final day of employment with the district.

**Section 2 – Retirement Incentive for Employees with Less than Ten Years of Service:** Employees who retire when they meet IMRF eligibility criteria, but who have not been employed the required 10 years shall be paid a proportionate retirement incentive based on the following ten (10) years-of service formula, i.e. years of service/10.

**Section 3 – Payment of Retirement Incentives:** In order to comply with all applicable IMRF rules and regulations, retirement incentives will be paid ninety (90) days following the last day of employment.

## Article XXI

### MISCELLANEOUS

**Section 1 – Training:** Oak Park and River Forest High School District 200 and SEIU Local 73 Buildings and Grounds will work cooperatively and collaboratively to continue to develop and

implement a professional development program for employees in the bargaining unit. This program may include but not be limited to training such as general and specific skills skill sets employees are to use in the performance of their assigned duties, technology, wellness, communication, time management, organization skills, safety, etc. A team of supervisors/administrators and bargaining unit members, as selected by each party, shall continue to convene over the course of the Agreement to further develop and implement this professional development program.

It is agreed that this training will provide employees with adequate training for their current positions and in any new technology required to perform assigned job responsibilities.

**Section 2 – Mileage:** Employees using their personal vehicle for official school business shall be reimbursed at the current allowable IRS rate provided prior approval was granted by the Director of Buildings and Grounds.

**Section 3 – Health and Safety:** Health and Safety: The District shall make all reasonable attempts to provide information, training and protective equipment in a timely manner for all employees in the performance of their job responsibilities. If an employee has a concern about the safety of a job he/she is asked to perform, the immediate supervisor shall be notified and shall make the determination whether or not to proceed.

**Section 4 – Workload Capacity:** It is agreed that job assignments will be made in accordance with sound, generally accepted work standards so as not to result in excessive workloads on any individual.

**Section 5 – Harassment:** The school district expects the workplace environment to be productive, respectful, and free of unlawful discrimination as outlined in Board Policy 5:20, Workplace Harassment Prohibited.

**Section 6 – Temporary Custodian Pool:** It is recognized that SEIU has worked cooperatively with the District to reduce full-time staff in order to reduce expenditures. It is agreed that the District may establish a pool of temporary custodians, not to exceed five (5) in number per year and that each temporary custodian shall not exceed more than 599 hours per year. Temporary custodian positions will not be a part of a Bargaining Unit. Furthermore, the District will first look to this pool of temporary custodian positions to fill vacancies within the Bargaining Unit subject to Article XII of this Agreement. In an effort to immediately remedy the shortage of regular employed custodians, the District shall have the right to initially hire from the temporary custodian pool, or from outside as applicable and then placement within positions shall be determined with accordance with past practice as outlined in Article XII. An accounting of these hours will be made available upon request by SEI.

**Section 7 – Substitute Custodians:** Substitute custodians may be employed only when a staff member is absent from work and it is determined by the supervisor that it is necessary to have someone fill in for the employee. Substitute custodians will be selected from the pool of temporary custodians.

**Section 8 – Summer Workers:** Employment of summer workers either full or part time is not included in this Agreement.



**Section 9 – Additional Custodians:** If more staff is needed, the District shall employ full time custodial staff with the first option being given to full time employees being reduced from full time status. The second option is to give the opportunity to the pool of temporary custodian positions.

**Section 10 – Longevity Bonus:** Each employee will be eligible for an annual longevity bonus according to the following provisions: a) length of service.

1. \$1,000: 21 - 24 years of service.
2. \$1,500: 25 or more years of service.

**Section 11 – Contact Information:** Oak Park and River Forest High School District 200 and SEIU Local 73 Buildings and Grounds agree that on or around July 1 of each year, the bargaining unit will provide the Superintendent (or his/her designee) a “contact list” of stewards and their contact information for SEIU Local 73 representatives. These individuals will be contacted in the event that personnel-related, non-disciplinary circumstances or situations arise that require Administrative – Bargaining Unit and/or Union communication, problem solving, and resolution at beyond the lowest possible level.

## **Article XXII**

### **UNIFORMS**

**Section 1 – Uniforms:** The District will provide uniforms for all employees.

**Section 2 – Clothing Allowance:** Members of the grounds crew, electricians, carpenters, and engineers are provided a special clothing allowance of \$250.00 per year in addition to six sets of uniforms. This allowance may be used to purchase the following: safety shoes (steel toe), and other necessary apparel such as gloves, coats, rain wear, hats, galoshes, etc. Receipts must be submitted to the Business Office verifying the expenditure of these funds.

## **Article XXIII**

### **GOVERNMENT LAWS AND REGULATIONS**

This Agreement shall not supersede any existing laws or future laws of the State or Federal Government as they affect the legal operation of the school system by the District. If any section or subsection of this Agreement shall be declared invalid by any court of competent jurisdiction or shall become inoperative because of any federal or state law, the remaining portions of this Agreement shall continue in full force until the prescribed termination date.

## Article XXIV

### TERMINATION AND RENEWAL

**Section 1 – Duration:** This Agreement shall be in full force and effect until June 30, 2023, and shall continue from year to year, unless written notice of termination or desire to modify shall be given by either party at least ninety (90) days prior to June 30, 2023. During negotiations, the contract shall remain in effect until a successor agreement is reached.


**Section 2 - Separability:** Should any article, section or clause of this Agreement be declared illegal by a forum of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent it violates the law, and upon the request of either party, negotiations may be renewed to consider the impact thereof. The remaining articles, sections, and clauses shall remain in full force and effect.

This Agreement is signed this 26<sup>th</sup> day of September, 2019.

In witness thereof:

Service Employees International Union  
Local 73, Buildings, Grounds, Custodial,  
and Maintenance

Board of Education  
Oak Park & River Forest High School District 200,  
Cook County, Illinois



Carmen Martini, Chief Negotiator



Dr. Jackie Moore, President



Robert Collins



~~Craig Iseli, Secretary~~ *Protenipore*  
~~Tom COSSKY~~



Donnell Davis



Roxana Sanders, Chief Negotiator



Robert Johnson



Mike Caroscio



Danny Matos



Cybil Sidor



Jon Weiser



Fred Preuss

\_\_\_\_\_  
Dian Palmer, President SEIU Local 73

## Appendix A

### STARTING PAY RATES 2019-2023

<b>Position</b>	<b>Rate per Hour</b>
Set-up Crew	21.69
Asst. Head Custodian	36.96
Custodian	19.99
Dock Attendant	20.54
Grounds Crew	23.46
Engineer	28.52
Electrician	28.52
Carpenter	28.52
Painter	28.52
Lead Carpenter/ Electrician/ Engineer/ Grounds specialist	36.96

All new employees will receive \$1.50 per hour increase each contract year. All new lead positions (Lead Carpenter, Assistant Head Custodian, Lead Electrician, Lead Engineer and Lead Grounds Specialist) will receive \$0.50 increase per hour for each of the remaining years of the contract. In the event the District determines that any starting rate is no longer competitive, the District reserves the right to re-negotiate that rate with the union.