

**The Board of Education of
Hinsdale Township High School District 86**

and

**Service Employees International Union
Local 73**

**Grounds, Equipment and Custodial and Maintenance
Employees Contract**

December 7, 2015 through June 30, 2020

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PREAMBLE

THIS AGREEMENT, entered into by the **BOARD OF EDUCATION OF HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT #86** (hereinafter referred to as the "Board" or "District") and **SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73** (hereinafter referred to as the "Union") in recognition of the Union's status as the exclusive representative of certain District employees, has as its intent to set forth the parties' entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees in the recognized bargaining unit; to prevent interruptions of work and interference with the operations of the District; to encourage and improve efficiency and productivity; to maintain the highest standards of personal integrity and conduct at all times; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

THEREFORE, in consideration of the mutual promises and agreements contained in this Agreement, the District and the Union do mutually promise and agree as follows:

ARTICLE I RECOGNITION OF THE UNION

Section 1 - Recognition: The Board hereby recognizes the "Union" as the sole and exclusive bargaining representative for the purpose of negotiating wages, hours, and terms and conditions of employment for all Custodians, Custodian Supervisors, Maintenance Workers, Maintenance Supervisors, Grounds Workers, Grounds Supervisors and Equipment Managers (Case No. 2015-RC-0004-C), but excluding all supervisors, managers, confidential, and short-term employees as defined under the *Illinois Educational Labor Relations Act* who are not specifically included in certification No. 2015-RC-0004-C.

Section 2 - Definitions:

- a. **"District"** as used herein shall mean Hinsdale Township High School District No. 86.
- b. **"Board"** as used herein shall mean the Board of Education of the District.
- c. **"Administration"** as used herein shall mean the District Superintendent, Chief Financial Officer, Director of Human Resources, Assistant Superintendents, other central office administrators, principals, assistant principals, deans, athletic directors, directors of guidance and counseling, director of hearing impaired program, director of student assistance programs, department chairmen, and any other personnel within the immediate supervisory jurisdiction of the Superintendent, when they are not instructing in the classroom.
- d. **"Employees"** as used herein shall mean a bargaining unit employee employed by the Board in a position described in Section 1 of this Article I.
- e. **"School Year"** as used herein shall mean the period beginning with the first day and ending

with the last day that employees are required to be in attendance as established by the approved school calendar.

- f. **"Union"** as used herein shall indicate the Service Employees International Union Local 73 as the sole and exclusive bargaining representative.
- g. **"Workday"** as used herein means days in which the District Administration offices are open for business and shall exclude all days in which the District is closed.

Section 3 - Gender: Unless the context clearly indicates otherwise, wherever the male or female gender is used in this Agreement, it shall be construed to include both males and females equally.

ARTICLE II CHECK OFF 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 each month, provided the Employee signs and submits to the District a written authorization to deduct union dues. The Secretary-Treasurer of the Union or his/her designee shall certify to the District, annually, by a designated date and through submission of a file format provided by the District the amount of Union dues and initiation fees, which shall be uniform for all employees.

Section 2 - Fair Share: All bargaining unit employees who elect not to join the Union (hereinafter "non-member") or who withdraw their union membership during the term of this Agreement shall pay as a condition of their employment a fair share fee to the Union. This fair share fee shall be for collective bargaining and contract administration services rendered by the Union as the exclusive representative of the employees covered by this Agreement, provided that the fair share fee shall not exceed the dues attributable to being a member of the Union. Such fair share fees shall be deducted by the District from the earnings of non-members and remitted to the Union in the same manner and intervals as Union dues are deducted. The Union shall periodically submit to the District a list of employees covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election of or support of any candidate for political office or for any member-only benefit.

The Union agrees to assume full responsibility to ensure full compliance with the requirements laid down by the United States Supreme Court in *Chicago Teachers Union v. Hudson*, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payers. It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Union with respect to the fair share fee as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon legitimate religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization, mutually

agreed upon by the non-member and the Union. If the affected non-member and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois Education Labor Relations Board and the payment shall be made to said organization.

The Union and Board agree that the fair share fee payment obligations set forth in this Article will be immediately null and void if found to be unconstitutional by a federal or Illinois court or are rendered illegal under federal or Illinois legislation.

Section 3 - Indemnification: The Union shall indemnify the District and hold it harmless against any and all claims, demands, suits, legal costs or forms of liability, monetary or otherwise, arising out of, or by reason of, any action taken by the District at the direction of the Union for the purpose of complying with the provisions of this Article.

ARTICLE III UNION RIGHTS AND RESPONSIBILITIES

Section 1 - Labor Management Meetings: Labor-Management meetings may be held at mutually agreeable times to discuss issues of concern.

Section 2 - School Mail and Bulletin Board: The Union shall have the right to reasonable communication with its members for conducting its business by means of employee mailboxes, District e-mail, and designated Union bulletin boards to be located in employee break areas easily accessible to all employees at each school, so long as there is no interference with the normal operation of the school, does not occur during employee work hours, and complies with the District's acceptable technology use policy.

Section 3 - Use of Building: The Union shall have the right to access and use District facilities for the purpose of conducting Union business related to the bargaining unit, provided that:

- a. A request is made to the Director of Human Resources or his/her designee 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, including janitorial services, utilities, or supplies related to the use.

Section 4 - Copy of Agreement: Within a reasonable period of time after the ratification of this Agreement by both parties, the District shall post on its website an electronic copy of the Agreement.

Section 5 - List of Employees: Upon written request, the Union shall be supplied with a current list

of all bargaining unit employees. Such list shall include each employee's home address, date of hire, rate of pay, classification, work location, work e-mail address. The names and addresses of new employees shall be given to the Union Steward or designee within ten (10) business days following Board action.

Section 6 - New Employees: The District shall permit a Union Steward to meet with a new employee during the District's orientation meeting with the employee to answer questions he/she may have about being in a Union. The District will notify the Steward of the date and time the meeting will take place. In addition, the District will notify new employees in its orientation materials of the website location of the Union Agreement.

Section 7 - Stewards: The Union will notify the District of the names of the Union Stewards. When Union-related business is scheduled by the District during the Stewards' work hours, the Union Stewards shall be allowed to conduct Union business during these work hours without loss of pay after notifying their immediate supervisor. Union business may consist of grievance meetings, District investigations of employees, and labor-management meetings.

Section 8 – Meeting: The Union will be allowed to meet with the bargaining unit employees once (1) during the school year, for one (1) hour on days when students are not in attendance, late start or on an early dismissal days. Employees will be allowed to attend during work hours with no loss in pay.

ARTICLE IV NO STRIKE AND NO LOCKOUT

Section 1 - No Strike/Job Action: During the term of this Agreement, no employee covered by this Agreement, nor the Union, nor any person acting on behalf of the Union shall engage in a strike, concerted slowdown, or any other unlawful concerted activity designed to disrupt the operation of the District. The Union will not impose any duty or obligation on any employee to conduct, assist or participate in the aforementioned activities. Any employee participating in such activity is subject to immediate dismissal, if the employee has been notified by the District that his/her conduct is illegal and he/she still does not comply with the terms of this section.

Section 2 - No Lockout: No lockout of employees shall be instituted by the District during the term of this Agreement.

ARTICLE V GRIEVANCE PROCEDURE

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

Section 2 - Grievance Process: The parties acknowledge that it is usually most 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. However, if an issue cannot be resolved, grievances should be processed as follows:

- a. **Step 1 - Building and Grounds Director:** The Union shall present the employee's grievance in writing to the Building and Grounds Director. The grievance shall set forth the facts of the grievance, the section or sections in the Agreement allegedly violated, and the remedy requested. A grievance shall be submitted within ten (10) work days of the occurrence of the grievance. The Director shall arrange for a meeting to take place within ten (10) days after receipt of the grievance. Within ten (10) work days after completion of the conference, the Director shall give his/her decision and reasons to the grievant/Union in writing.
- b. **Step 2 - Building Assistant Principal and Chief Financial Officer:** If the grievance is not resolved in Step 1, the Union may submit the grievance in writing to the Building Assistant Principal within ten (10) work days after receipt of the Step 1 answer. The Building Assistant Principal and Chief Financial Officer shall arrange for a meeting to take place within ten (10) days after receipt of the grievance appeal. Within ten (10) work days after completion of the conference, the Building Assistant Principal and Chief Financial Officer shall provide a written decision and reasons to the grievant/Union.
- c. **Step 3 - Human Resources:** If the grievance is not resolved in Step 2, the Union may submit the grievance in writing to the Director of Human Resources within ten (10) work days after receipt of the Step 2 answer. The Administrator shall arrange for a meeting to take place within ten (10) work days of receipt of the grievance appeal. Within ten (10) work days after completion of the conference, the Administrator shall give his/her decision and reasons to the grievant/Union in writing.
- d. **Step 4 - Superintendent:** If a satisfactory agreement is not reached at Step 3, the grievant may appeal to the Superintendent (or his/her designee) in writing within ten (10) work days after the grievant has received the decision of the Director of Human Resources. The Superintendent (or his/her designee) shall hold a meeting within ten (10) work days after the receipt of the appeal, and a written decision shall be rendered by the Superintendent or his/her designee within ten (10) work days after the conference.
- e. **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 Director of Human Resources within fifteen (15) work days of the date of Step 4 answer, 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.

Section 3 - General Provisions:

- a. **Work Hours:** If any steps of the grievance procedure are scheduled by the District during the work hours of the grievant and/or the grievant's representative (if a District employee), such employees will be excused with pay for that purpose. Employees required by the District to attend an arbitration hearing during their working hours shall be excused from work with pay.
- b. **Bypass Steps:** If a grievance arises from the action of an authority higher than the immediate supervisor, the Union may present such a grievance at the appropriate steps of the grievance procedure.
- c. **Right to Be Present:** The employee and his/her Union representative have the right to be present at all steps of the grievance process.
- d. **Copies:** At the request of the grievant or his/her Union representative, the District shall provide copies of all documents relied upon by the District prior to Step 1 of the grievance procedure.
- e. **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 advanced to the next highest level.
- f. **Definition of Days:** The term "days" as used herein shall mean calendar workdays for employees in this bargaining unit. Official District holidays, emergency days off, Saturdays and Sundays shall not be counted as workdays for the purpose of this Article.
- 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 to him/her 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 the prior Steps 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 transcripts shall be divided equally between the District and the Union.

ARTICLE VI PERSONNEL FILE

Section 1 - Personnel File: The District shall maintain only one (1) official personnel file for each employee, and such file 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 Record Review Act* or as provided in this Agreement.

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 copy any or all file material, exclusive of excepted materials under the Illinois *Personnel Record Review Act*, as provided in Section 2. The District reserves its right under the Act to charge employees a fee (limited to the actual cost of duplicating the information) for providing copies of their file material.

Section 5 - Right of Attachment: Each employee shall have the right to have dissenting or explanatory material attached to any document on file, provided the employee material is submitted within ten (10) work days following the date of the document to which the employee is responding, or ten (10) days following when the employee becomes aware of the document in his/her file. Such material shall become an official part of the employee's personnel file.

ARTICLE VII JOB DESCRIPTIONS AND JOB POSTINGS

Section 1 - Job Description: A job description for each position in the bargaining unit shall be developed by the District and maintained by the Director of Human Resources. In the event the job description is revised, the affected employee shall receive a copy of the revised job description.

Section 2 - Positions: In the event the District changes the job description for a position currently defined in the bargaining unit, the District shall forward the changed job description to the Union. The Union may request a meeting to discuss the changes and determine the impact to the bargaining unit. Once discussions have concluded between the District and the Union, the affected employee(s) will be notified.

Section 3 - Job Postings: If there is a vacancy in a classification covered by this Agreement which the District is seeking to fill on a permanent basis, notice of the vacancy shall be posted on the District's Human Resources website for a period of five (5) working days. The District will interview candidates who meet the requirements for the posted vacancy. Nothing herein shall require the District to fill any vacancy.



Permanent vacancies shall be filled only after employees on layoff have been given the opportunity to exercise their recall rights pursuant to the provisions of Article IX.

The probationary period in the new position shall be ninety (90) days, except that the District, at its sole discretion, may extend the probationary period for an additional sixty (60) days based on the 30, 60, and 90 day probationary period evaluations. An employee in a new position may request to return to his/her original position within thirty (30) days of assuming the new position, provided that the original position is vacant. The District, in its sole discretion, may honor the request to return to the vacant position.

Nothing contained in this Section shall prevent the District from temporarily filling a posted vacancy until it is determined whether there are applicants with the necessary skills, abilities and qualifications to perform satisfactorily the work involved. Short-term temporary appointments shall not exceed ninety (90) calendar days, but bargaining unit employees can fill temporary assignments up to 180 calendar days. If an employee is assigned to temporarily fill a posted vacancy which would be a promotion for that employee and he/she is selected to fill that position, the time spent temporarily assigned to that position shall count towards completion of the probationary period for the promotion. In addition, the employee temporarily transferred to the higher graded position shall receive the higher pay for all hours worked in performance of that position.

ARTICLE VIII SENIORITY

Section 1 - Definition of Seniority: For the purpose of this Agreement, seniority shall be defined as an employee's length of continuous employment calculated from the most recent date of hire. Employees hired on the same date shall be placed on the seniority list in alphabetical order by their last name. If two (2) or more employees have the same last name, then the date of their job application shall be used to determine seniority.

Section 2 - Probationary Period: The probationary period for newly hired employees shall be six (6) months in duration from the first day of employment. The District may determine, at its sole discretion, after reviewing the 30, 60, and 90 day probationary evaluations, whether to extend the probationary period for an additional ninety (90) days. During the probationary period, an employee is subject to discipline, including discharge, at any time and for any reason and without recourse to the grievance and arbitration procedure. Upon successful completion of the probationary period, the employee shall be entitled to seniority retroactive to the date the employee commenced the successfully completed probationary period. There shall be no seniority among probationary employees.

Section 3 - Termination of Seniority and the Employment Relationship:

Seniority and the employment relationship shall be terminated for all purposes if the employee:

- a. quits;
- b. is dismissed;



- c. retires;
- d. fails to report in to work at the conclusion of an authorized leave of absence or vacation;
- e. is laid off and fails to affirmatively respond within ten (10) work days after receipt of notice of recall;
- f. is laid off and not recalled during the recall period established under the *School Code*;
- g. is absent for three (3) consecutive working days without notifying the District and without showing just cause for failure to report.

ARTICLE IX SAFETY EXPECTATIONS AND ACCIDENT REPORTS

Section 1 – Safety Expectations: Employees are responsible for performing their job duties in a safe manner to avoid accidents and injury to themselves and others. The District requires all employees to wear protective footwear in accordance with their respective classification that meets OSHA safety standards and, in some areas, protective eye wear and ear plugs. The District will reimburse employees up to one hundred and fifty dollars (\$150) annually for protective footwear, provided, however, that the employee submits the receipts for the expense within thirty (30) days of the purchase. After the employee provides the District with the receipts, the District shall pay the employee all monies owed up to one hundred and fifty dollars (\$150) within two (2) pay periods. Employees observed to be working unsafely in a manner that is life-threatening to self or others shall be disciplined, up to and including termination.

Section 2 – Accident Reports: Any employee involved in a workplace accident or incident must complete all reports required by the District and cooperate with any investigation. Employees who fail to report workplace accidents, injuries, and/or who refuse to cooperate with an investigation may be subject to discipline. The District may require the employee to stay past his/her normal scheduled work shift, with pay, until the necessary, immediate investigation is completed and the employee has completed a handwritten signed statement.

ARTICLE X DISCIPLINE

Section 1 - Discipline: The District agrees with the tenets of progressive and corrective discipline, except in extenuating circumstances. Disciplinary measures may include the following: oral reprimand, written reprimand, suspension without pay, and discharge. Before any non-probationary employee is suspended without pay or discharged (other than for reduction in force), such employee shall be apprised of the circumstances giving rise to a possible suspension without pay or discharge, the level of discipline being considered, and an opportunity to respond. The District shall not suspend without pay or discharge any non-probationary employee without just cause. Any non-probationary employee who is given a written reprimand may grieve the disciplinary action up through Step 4 (Superintendent level) of the grievance procedure set out in

Article V of this Agreement, but shall not proceed to Step 5 (binding arbitration).

An employee may be suspended with or without pay during the pendency of a disciplinary investigation. If an employee is suspended without pay and it is ultimately determined that there is no cause for discipline or that there is cause for a suspension without pay but for a period of time shorter than the employee has been suspended for, the employee shall be reinstated and made whole for the period of time for which it is determined that there was no cause for discipline.

The Union understands and acknowledges that violations of ethical expectations (e.g., falsification of documentations, theft of property, immorality, and fighting) shall result in the immediate dismissal of an employee.

Section 2 - Investigatory Conferences: An employee shall be entitled to request that a Union representative be present at any investigatory conference held by the District which the employee reasonably believes may lead to his/her own discipline. Conferences to discuss an employee's evaluation or the performance of the employee's normal duties shall not be construed as an investigatory conference.

ARTICLE XI LAYOFFS

Section 1 - Layoff and Reduction in Hours: If the Board decides to decrease the number of employees, discontinue particular positions, or decrease their number of work hours in any classification covered by this Agreement, the Board will do so only after all temporary and/or contracted employees who are doing bargaining unit work within the affected classifications have been terminated. The layoff/reduction of employees shall be effectuated on the basis of seniority within the affected classification (i.e., the least senior employee in the classification shall be laid off first), provided that the remaining employees in that classification are determined to be qualified to perform the work remaining after the layoff/reduction. The classifications of employees are custodians, grounds, maintenance, equipment managers, and supervisors.

Section 2 - Recalls: If the Board has any vacancies in a classification for the following school term or within one (1) calendar year, the positions thereby becoming available shall be tendered to employees with recall rights in reverse order of layoff from said classification. Notification of recall shall be by certified mail to the employee's last known address. It shall be the responsibility of the employee to keep his/her address current by providing the Human Resources Office with the necessary information. If the employee does not respond to such notification of recall by notifying the District of the decision to accept or decline the position within seven (7) calendar days of the receipt of the letter by the District to the employee's last known address, the employee's right to recall shall cease.

Section 3 - Effects of Layoff: In addition to the other applicable provisions of this Article, the following provisions shall be applicable to employees who are laid off:

- a. Any employee who is laid off shall be paid all earned compensation on or before the

next regular pay date following his or her last day of employment.

- b. Upon being recalled pursuant to the provisions of this Article, the accumulated and unused sick leave days that the employee had at the time of his/her layoff shall be restored. No credit shall be granted for purposes of advancement on the salary schedule for the period of the layoff.
- c. During the period of time that the employee has recall rights, the employee shall have the right to maintain insurance coverage under COBRA by paying in advance the full applicable monthly premium for employee coverage and, if desired, for family coverage.
- d. While the seniority of an employee who is laid off shall not be terminated if the employee is recalled under the provisions of this Part, seniority credit shall not accrue during the period of the layoff.

ARTICLE XII

HOURS OF WORK AND OVERTIME

Section 1 - Normal Work Day and Normal Work Week: The normal work day for full-time bargaining unit employees shall be eight (8) consecutive hours (exclusive of an unpaid lunch period), except for equipment managers who will work a flex time schedule during specific times of the year as necessary and authorized by administration. The normal work week shall consist of five 8-hour days. Employees shall not punch in more than fifteen (15) minutes early or punch out more than fifteen (15) minutes late.

Section 2 - Changes in Normal Work Day or Normal Work Week: Should it be necessary to establish schedules departing from the normal work day or the normal work week or to change the shift schedule of any employee or employees, the District will give the Union at least two (2) weeks advance notice of such change. It is understood that the District shall first change the work schedules of the affected classification's least senior employee(s) prior to the changing of senior employee(s) work schedule(s) provided the least senior employee is qualified to perform the duties under the changed schedule.

Section 3 - Overtime Pay: Unless an employee is eligible for and opts to receive compensatory time as provided in Section 5 (Compensatory Time Policies) below, an employee shall be paid time and one-half (1½) times his/her regular straight-time hourly rate of pay for all hours actually worked in excess of forty (40) hours in the employee's normal work week. For the purposes of this Section, hours actually worked do not include paid leave days or jury service. Any hours that are compensated as a stipend shall not be considered as hours actually worked for the purposes of this Section.

Section 4 - Distribution of Overtime Opportunities: Employees may be required to work overtime. Opportunities to work overtime will be distributed as equally as practicable among employees who indicate a desire to work overtime, provided the employees are qualified to perform the specific overtime work required. Overtime offered but not worked will be considered

as worked for the purpose of determining future eligibility for overtime opportunities.

Section 5 - Compensatory Time Policies: If an employee's designated supervisor, in his/her sole discretion, decides prior to the working of overtime hours to permit an employee to accrue compensatory time in lieu of overtime pay, compensatory time shall be granted in lieu of pay if the employee so elects, subject to the following provisions:

For all employees, a maximum of forty (40) hours of compensatory time may be earned in any work year (i.e., July 1 through June 30), provided that if an employee has any compensatory time carried over from the prior year, the maximum that may be earned shall be forty (40) hours less the number of compensatory hours carried over from the prior year.

Accrued compensatory time may be used at the discretion of the employee, subject to supervisory approval. Employees requesting to use earned compensatory time shall submit a leave request to their supervisor five (5) work days prior to the requested time off. The supervisor will provide the employee with a response to whether the time was approved or denied within two (2) work days. Requests shall not be unreasonably denied.

Section 6 - Rest Periods: Each full time employee shall receive two fifteen (15) minute breaks. Break times shall be scheduled at a mutually convenient time for the effective operation of the employee's department. Breaks can be used to extend lunch breaks if approved by their immediate supervisor. Employees must be at their work site at the beginning and end of the rest period.

Section 7 - Lunch Period: All employees shall be provided an unpaid, thirty (30) minute, duty-free, lunch period.

Section 8 - Emergency Call Backs: An employee who is called back to work after having gone home and outside the employee's normal hours of work (i.e., hours not contiguous to the employee's normal shift) to respond to an emergency, will be paid one and one-half (1½) times the employee's regular straight-time hourly rate of pay for a minimum of two (2) hours or for all hours worked outside the employee's normal hours of work, whichever is greater. This provision does not cover work done on regular schedule time (e.g., snow days).

Section 9 - Work Week for Payroll Purposes: For payroll purposes, the work week shall begin at 12:01 a.m. on Monday and end at 12 midnight on Sunday.

Section 10 - No Pyramiding: Compensation shall not be paid more than once for the same hours under any provision.

Section 11 - Subcontracting: In the event the District determines that it intends to explore the possibility of subcontracting out bargaining unit work, the District agrees to notify the Union of

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its intent to do so. This provision is in addition to any and all statutory requirements under the *Illinois School Code*.

ARTICLE XIII LEAVES OF ABSENCE

Section 1 - Sick Leave: All employees who meet IMRF 600 hour standard will receive twelve (12) sick leave days per fiscal year, two (2) of which may be used as personal days. Unused sick leave days may accumulate up to a maximum of two hundred forty (240) days of sick leave. Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. The immediate family, for purposes of this section, shall include: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, sisters-in-law, brothers-in-law, and legal guardians. Sick/Personal leave may not be used in increments of less than one-half (1/2) day (i.e., 4 hours). Employees are required to call their immediate supervisor to report the use of a sick day as soon as possible on the day the sick day is used.

Use of sick leave days as personal days may be requested throughout the school year to conduct business which cannot be accomplished on non-work time. Requests for personal leave shall not be approved for such events as job interviews (except where the employee has received official notification that he/she has been reduced-in-force), or for any time off in which the employee receives remuneration (compensation and/or benefits) from another source, or if operational needs require the employee's presence.

Unless extraordinary reasons are presented, no employee shall be granted a personal leave day on the last school day before and the first school day after any holiday or holiday break period when school is not scheduled pursuant to the calendar adopted by the Board, during the first week of school, or during the last week of school (except for a graduation or wedding of a member of the immediate family or to attend a funeral).

Employees who use excessive sick days and are receiving deducts from their pay because they do not have any sick time available may be subject to disciplinary action. The District may request as a basis for pay after an absence of three (3) consecutive days, or as the District may deem necessary, that the use of sick leave or fitness for duty be certified by a physician licensed in Illinois to practice medicine and surgery in all its branches, or by a licensed chiropractic physician, advanced practice nurse, a physician assistant, or other treatment provider as authorized under the *School Code*. Also, under the District's "fitness for duty" rights, the District may require, at its expense, that the employee be examined by a medical professional selected by the District who is qualified and licensed in the appropriate specialty and/or subspecialty. If the employee does not provide the requested documentation, the District may take disciplinary action up to and including termination.

Section 2 - Leaves of Absence Without Pay: A leave of absence without pay may be granted for a maximum of one (1) year to full-time, non-probationary, employees who have rendered satisfactory service to the District and who desire to return to employment in the same or similar

capacity at a time mutually consistent with the needs of the District as determined by the Board in its sole discretion. Upon return to work from an approved leave, employees will be placed in the same or similar position if available at the time of return. Refusal to accept the similar position will be considered cause for termination. Written requests for leaves of absence without pay should be submitted to the Director of Human Resources at least three (3) months before the leave is desired.

Section 3 - Jury Leave: Any employee who serves on a court jury or appears in response to a subpoena as a witness in a court trial, or to have a deposition taken in any school related matter when he/she otherwise would have been scheduled to work, shall be paid for the regular straight-time hours he/she would have worked. An employee who serves as a witness in a court proceeding or appears in court for a non-school related matter because the employee is party to a law suit will not be paid for his/her absence.

Section 4 - School Visitation Leave: Pursuant to the *School Visitation Rights Act*, eligible employees are entitled to leave up to a total of eight (8) hours during any school year, no more than four (4) hours of which may be taken on any given day, to attend conferences or classroom activities related to the employee's child, if the conference or activity cannot be scheduled during non-work hours. Employees must first use all accrued vacation, personal days, compensatory leave and any other leave that may be granted to them except sick and disability leave.

Section 5 - Family and Medical Leave Act: The District shall abide by all provisions of the *Family and Medical Leave Act of 1993 (FMLA)*; the District however, may adopt policies to implement the FMLA that are in accord with what is legally permissible under the Act.

ARTICLE XIV HOLIDAYS

Section 1 - Designation of Holidays and Holiday: The following days shall be paid holidays for all employees:

New Year's Day
Martin Luther King *
President's Day*
Good Friday
Memorial Day
July 4
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day

For each asterisk (*) holiday above which is not scheduled on the official school calendar or scheduled as a make-up day for instructional purposes, the employees will be given a floating holiday without loss of pay.

Section 2 - Eligibility Requirements: To be eligible for holiday pay, an employee must work in the week in which the holiday falls and must work his/her full scheduled working day immediately preceding and immediately following the holiday unless the employee is on an approved leave status (e.g., vacation, sick leave, etc.).

Section 3 - Holiday Pay: Employees who are not scheduled to work the holiday shall receive eight (8) hours of pay at their normal hourly rate of pay. If an employee is scheduled to work on a holiday or if an employee's presence is necessary because of an emergency or for the continued operation and maintenance of school facilities or property, the employee shall be paid his normal hourly rate of pay plus time and one-half (1½) the employee's applicable hourly rate of pay for all hours worked on said holiday.

ARTICLE XV VACATIONS

Section 1 - Vacation Eligibility: Full-time twelve (12) month employees shall be eligible for paid vacation time based on the number of fully completed years of full-time employment with the District as of July 1 based on the following schedule:

<u>Length of Continuous Service</u>	<u>Days of Vacation</u>
1 year up to 5 completed years	10 days
6 years up to 10 completed years	15 days
11 completed years or more	20 days

Vacation time accrues monthly (e.g., .83 days per month for 10 days of vacation accrual).

Section 2 - Vacation Pay: Vacation pay shall be paid at the rate of the employee's regular straight-time hourly rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation, provided that vacations taken in July shall be paid at the rate of pay in effect on July 1 of that year.

Section 3 - Vacation Scheduling: Vacations shall be scheduled at the request of the employee and shall be approved/denied by the Director of Buildings and Grounds based on operational needs insofar as practicable at times desired by each employee, with the determination being made on the basis of the employee's length of continuous service if more employees in the same classification desire the same vacation slot than can be permitted to be on vacation at the same time. It is expressly understood that the final right to approve vacation requests and the maximum number of employee(s) who may be on vacation at any time, including the maximum number of

employee(s) in any classification, is exclusively reserved by the District to ensure the orderly performance of the services provided by the District.

Vacations shall not be taken in increments of not less than one-half (1/2) day. Vacation days must be scheduled at least one (1) full week in advance unless the employee's designated supervisor specifically approves the scheduling of vacation day(s) with less notice.

Section 4 - Limitation on Accumulation of Vacation: Annual vacation should be taken within the year in which earned, but employees may carry over a maximum of ten (10) days into the following school year.

ARTICLE XVI INSURANCE

Section 1 - Flexible Benefits Plan: The Board shall establish a Section 125 Flexible Benefits Plan (cafeteria plan) with a cash benefit option. Each plan year, the Board will make available a contribution on account of each employee participating in the Flexible Benefits Plan. Eligibility shall be as defined in the Flexible Benefits Plan.

- a. **Employee Elections:** Each employee participating in the Flexible Benefits Plan may elect to apply the Board contribution as follows:
 - 1) If an eligible employee elects single or family coverage under a District health coverage plan (which may include coverage such as HMO, PPO, and HDHP, and may include a Health Savings Account), the Board contribution will be applied toward the premiums for such health coverage(s) and also toward any dental coverage elected. The Board contribution will be either at the single or family rate, depending on whether the employee elects single or family health coverage. (See paragraph b below.) To the extent the Board contribution exceeds the cost of the premiums for the health and dental coverage(s) elected, the employee will be paid the excess in cash, distributed over twenty-four (24) pays in the Flexible Benefits Plan Year.
 - 2) If an eligible employee does not elect any District health coverage, but the employee is covered under District health coverage through another District employee (such as a spouse) or the employee provides certification of coverage under a non-District employer-sponsored group health plan (such as coverage under a spouse's employer plan), the employee may take the Board contribution as a cash option, distributed over twenty-four (24) pays in the Flexible Benefits Plan Year. The Board contribution available to an employee under this cash option will be at either the single or family rate, depending on whether the employee certifies single or family non-District employer-sponsored group health plan coverage. (See paragraph b below.)
 - 3) If an eligible employee is not covered under any District health insurance coverage

and does not provide a certificate of coverage under a non-District employer-sponsored group plan, then that employee will receive no cash and no Board contribution under the Flexible Benefits Plan.

b. Board Contribution Rate:

- 1) For the 2016 and 2017 Flexible Benefit Plan Years, the Board contribution will be \$13,125 at the single rate and \$18,750 at the family rate.
- 2) Commencing with the 2018 Flexible Benefits Plan Year, the Board contributions shall be increased in accordance with any increase in the Consumer Price Index for All Urban Consumers in the U.S. (CPI-U), as published by the U.S. Department of Labor's Bureau of Labor Statistics. This CPI-based calculation shall apply irrespective of any increase in the District's extension limitation that may occur due to the passage of a referendum or to new growth. The Board contributions for the 2018 plan year shall be increased in accordance with the CPI-U for 2015 (i.e., the CPI-U change applicable to the 2017-2018 school year, which represents the percentage change in CPI between December 2014 and December 2015, as published in January 2016), and the Board contributions for each succeeding Plan Year will be increased in accordance with each succeeding change in CPI-U.
- 3) The Board contribution rates will be prorated for part-time employees.

- c. Effect of Elections:** All certifications of coverage and all elections to participate in and select benefits under the Flexible Benefits Plan and the underlying insurance coverage must be made in accordance with Board procedures and timelines in order to be effective. The Board does not guarantee the tax or pension system impact of any elections or participation in any benefits plans. In the event this Flexible Benefits Plan arrangement or the provision of any of the underlying coverages is subsequently deemed to be discriminatory in favor of highly compensated employees or otherwise subject to excise tax or penalties, the goal of the provision of this Flexible Benefit Plan will not be achieved. Accordingly, the Board and Union agree to reopen negotiations for the purpose of bargaining the impact of any change in law, regulation or interpretation resulting in this benefit arrangement being deemed discriminatory or subject to excise tax or penalties. The terms and provisions of the Flexible Benefit and/or underlying insurance coverage options, and any decisions of eligibility, withholding, tax treatment or benefits payments under the Flexible Benefits Plan and/or the underlying insurance coverage options are subject to administrative review or appeal provisions in those plans as such may be applicable, but are not grievable under the terms of this Agreement.

Section 2 - Coverage: The District agrees to provide medical insurance, dental, vision and life insurance for full-time employees as set forth herein. Notwithstanding the foregoing, the District retains the right to change insurance carriers or to self-insure or to adopt a Health Maintenance Organization ("HMO") or PPO plan for the provision of life insurance or medical benefits, so long as the coverage being offered is the same coverage offered to other District employees.

Participating employees who leave employment with the District may continue coverage under COBRA, at their expense.

Section 3 - Cost Containment: The District further reserves its right to institute, maintain and change cost containment, benefit and other provisions of the medical plan provided that such changes are made in the plan for other District employees.

Section 4 - Life Insurance: An employee is eligible for term life insurance as provided by the District, at no cost to the employee. The District will provide each eligible employee with a term life insurance policy that is equal to two (2) times their annual base salary for employees selecting to waive or select single medical insurance coverage and one (1) time their annual salary for those employees who select family medical insurance coverage.

Section 5 - Insurance Coverage During Unpaid Leave: If the District at its sole discretion grants an employee an unpaid leave, said employee shall have the right to maintain insurance coverage by paying each full applicable monthly premium in advance.

Section 6 - Disability Benefits: An illness or incapacity to work may qualify a bargaining unit employee for disability coverage under IMRF and/or the District's Short/Long Term Disability Policy that is offered to all other District employees. The employee is responsible for contacting the Human Resources Office for the proper documentation.

ARTICLE XVII WAGES AND BENEFITS

Section 1 – Hourly Rates: All employees shall receive an increase to their base pay as indicated below beginning July 1, 2015 and effective July 1st of each year of the collective bargaining agreement thereafter. All newly hired employees shall be paid according to the hourly rates schedule as reflected in Appendix A, which is attached and incorporated into this Agreement.

For the five (5) years of this Agreement, all employees (except for new hires) shall have their salaries increased by the following percentages over their salaries for the prior year:

2015-2016	2.0%
2016-2017	0%
2017-2018	CPI-based increase, with a floor of 1% and a ceiling maximum of 2%
2018-2019	CPI-based increase, with a floor of 1% and a ceiling maximum of 2%
2019-2020	CPI-based increase, with a floor of 1% and a ceiling maximum of 2%

Section 2 -- CPI Definition: Beginning with the 2017-2018 and subsequent years of this Agreement, the wage increase over an employee's prior year's salary shall be equal to the percentage attributable to the corresponding fiscal year in accordance with the *Property Tax Extension Limitation Law* (PTELL), commonly referred to as the "tax cap." 35 ILCS 200/18-185 *et seq.* More specifically, the percentage increase shall be equal to the annual percentage increase in the Consumer Price Index for All Urban Consumers in the U.S. (CPI-U), as published by the U.S. Department of Labor's Bureau of Labor Statistics, two (2) calendar years prior to the year in which taxes are actually extended

(collected). This CPI-based calculation shall apply irrespective of any increase in the District's extension limitation that may occur due to the passage of a referendum or to new growth. (*Example:* The increase for the 2017-2018 school year will reflect the CPI-U for 2015 (which represents the percentage increase between December 2014 and December 2015) as published in January 2016.)

If the applicable CPI percentage is less than one percent (1%), then an employee's prior year's salary will be increased by 1% (the floor). The maximum wage increase shall not exceed two percent (2%) in any year (the ceiling). (*Example:* If the applicable CPI percentage is 2.6%, the wage increase for that year will be 2%).

Section 3 - Use of Personal Vehicle: If an employee is required by the District to use the employee's personal vehicle, the employee shall be reimbursed at the rate per mile allowed by the Internal Revenue Service.

Section 4 – Uniforms: The District will provide newly hired bargaining unit employees with five (5) shirts and five (5) pair of trousers, plus required safety and winter/bad weather apparel and equipment, at District expense. In addition, after the first year of employment, the District will continue to provide bargaining unit employees with five (5) shirts and five (5) pair of trousers per school year and winter/bad weather apparel every two (2) years.

Section 5 - Death Benefit: If an educational support personnel employee dies during the school year while actively employed, the heirs of the employee may have the option of converting up to 20 percent of the accumulated sick leave into paid salary, provided the number of days to be converted does not exceed the number of remaining work days in the school year.

Section 6 - Retirement Recognition Benefits: Upon retirement, an employee who has at least fifteen (15) years of service with the District and who retires pursuant to IMRF shall receive one (1) day's pay for each full year of service.

Section 7 - Retirement Insurance Benefits: Employees 55 years or older, with a minimum of fifteen (15) years of service in the District, who retire under the provisions of the Illinois Municipal Retirement Fund (IMRF) and are not covered by another employer's insurance, will be permitted to continue their current insurance coverage and the insurance provided active employees, except for disability insurance, from the date of retirement to age 65 or Medicare eligible and shall pay seventy percent (70%) of the required premium for the coverage selected.

Employees who have at least eight (8) and up to fourteen (14) years of service with the District, who retire under the provisions of the Illinois Municipal Retirement Fund (IMRF) and are not covered by another employer's insurance, will be permitted to continue their current medical/prescription insurance coverage provided to active employees, from the date of retirement to age 65 or Medicare eligible at the full group premium rate. Dental, disability and life insurance will terminate upon retirement.

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ARTICLE XVIII MANAGEMENT RIGHTS

Section 1 - Reservation of IELRA Rights: It is understood and agreed that the Board has and retains all the customary and usual rights, functions and authority of management pursuant to the *Illinois Educational Labor Relations Act*. The Union recognizes and acknowledges that members of the bargaining unit are employees of District #86 who happen to be unionized and not union employees who happen to work for District #86.

Section 2 - Reservation of Legal Rights: The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it under the *Illinois School Code* and by the laws and the Constitution of the State of Illinois and of the United States.

Section 3 - Board Rights: Except as provided in this Agreement, the Board hereby retains and reserves unto itself the rights listed below. The exercise of these powers, rights, authority, duties, and responsibilities by the Board, in adoption of its policies, rules, regulations and practices in furtherance thereof, and its use of judgment and discretion in connection with this exercise, shall be limited only by the specific and express terms of the Agreement. The Board option to not exercise any rights hereby reserved to it, or its exercising any such functions in a particular way, shall not be deemed a waiver of its right to exercise such function or preclude the Board from exercising the same in some other way not in conflict with the express provisions of this Agreement.

- A. To the exclusive managerial, organizational, and administrative control of the District and its properties and faculties;
- B. To direct the work of its employees, determine the time and hours of operation, and determine the kinds and levels of services to be provided and the methods and means of providing those services, including entering into contracts with private vendors for services;
- C. To hire all employees, and, subject to the provisions of law, to determine their qualifications, duties, responsibilities, and the conditions for their continued employment or dismissal; and to review, evaluate and assign all such employees;
- D. To establish educational policies, goals and objectives; to ensure rights and educational opportunities of students; to determine staffing patterns; to determine the number and kinds of employees required to maintain the efficiency of the District operations;
- E. To build, move, or modify facilities; establish budget procedures and determine budgetary allocation; and take action on any matter in the event of any emergency.

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**ARTICLE XIX
TERMINATION AND RENEWAL**

Section 1 - Duration: This Agreement shall be in full force and effect until June 30, 2020, and shall continue from year to year, unless written notice of termination or desire to modify shall be given by either party at least thirty (30) days prior to June 30, 2020. During negotiations, this Agreement 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 will be scheduled within thirty (30) days of the Article or Section becoming illegal. Both parties will meet to negotiate a successor Article or Section. The remaining Articles, Sections, and clauses shall remain in full force and effect.

Section 3 --Effect of Agreement: The parties hereto acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Board and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement.

This Agreement is signed this ____ day of _____, 2016.

**SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 73**

**BOARD OF EDUCATION,
HINSDALE TOWNSHIP HIGH
SCHOOL DISTRICT 86, DUPAGE AND
COOK COUNTIES, ILLINOIS**

[Redacted Signature]
Brenda Woodall
Asst. Division Director

1 Feb 2016
Date

[Redacted Signature]
President

2/17/2016
Date

[Redacted Signature]
Christine Boardman
SEIU L73-CTW President

1-29-16
Date

ATTEST:

[Redacted Signature]
Secretary

2/17/16
Date

[REDACTED]
Kevin Bertolotti

2/1/16

Date

[REDACTED]
Jim Lewandowski

2-1-16

Date

[REDACTED]
Antonio Malone

2/1/16

Date

[REDACTED]
Robert Skowronski

2/1/16

Date

APPENDIX A

NEW HIRES WAGE PLACEMENT SCHEDULE 2015-2020

Custodians	
Step	
A	\$ 12.22
B	\$ 12.37
C	\$ 12.53
D	\$ 12.79
E	\$ 13.11
F	\$ 13.37
G	\$ 13.63
H	\$ 13.89
I	\$ 14.16
J	\$ 14.45
K	\$ 14.75
L	\$ 15.02
M	\$ 15.35
N	\$ 15.65
O	\$ 15.95

Grounds	
Step	
A	\$ 14.42
B	\$ 14.62
C	\$ 14.80
D	\$ 15.11
E	\$ 15.48
F	\$ 15.80
G	\$ 16.12
H	\$ 16.44
I	\$ 16.77
J	\$ 17.12
K	\$ 17.44
L	\$ 17.80
M	\$ 18.14
N	\$ 18.51
O	\$ 18.89
P	\$ 19.28
Q	\$ 19.65
R	\$ 20.15

Maintenance	
Step	
A	\$ 18.06
B	\$ 18.31
C	\$ 18.53
D	\$ 18.92
E	\$ 19.39
F	\$ 19.78
G	\$ 20.17
H	\$ 20.55
I	\$ 20.97
J	\$ 21.39
K	\$ 21.81
L	\$ 22.26
M	\$ 22.70
N	\$ 23.13
O	\$ 23.60
P	\$ 24.08
Q	\$ 24.57
R	\$ 25.15
S	\$ 25.69
T	\$ 26.19

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*Equipment Managers fall under Grounds

*Supervisors are given three additional steps beyond initial placement.