

**SCHOOL DISTRICT 69 and LOCAL 399  
AGREEMENT  
July 1, 2023 to June 30, 2028**

**ARTICLE I -- RECOGNITION**

**1.1 RECOGNITION OF THE UNION**

The Board recognizes the Union under certification of the State of Illinois Educational Labor Relations Board Case No. 2008-RC-0016-C as the exclusive collective bargaining representative for all skilled Head Engineers. All other employees, as well as all supervisory, managerial employees and confidential employees are excluded from the bargaining unit.

**1.2 UNION'S EXCLUSIVE BARGAINING RIGHTS**

The Board agrees not to negotiate with any other labor organization, individual employee or group of employees with regard to negotiable items as defined in Section 5/4 of the Illinois Educational Labor Relations Act, 115 ILCS 5/4, provided it is understood that individual bargaining unit members or group of bargaining unit members retain the right to discuss with the District and the administration to clarify any questions regarding salary or conditions of employment and that any individual employee or group of employees may present grievances and have them adjusted as long as the adjustment is not inconsistent with this agreement and the Union has had the opportunity to be present at the adjustment.

The District will notify the Union and give it the opportunity to bargain before changing any term or condition of employment not covered by this Agreement.

**1.3 DEFINITION OF EMPLOYEE**

The term "employee" as used in this Agreement shall refer to all employees included in the bargaining unit defined in Section 1.1 of this Article.

**1.4 MANAGEMENT RIGHTS**

Except as limited by the written provisions of this Agreement, the District retains all traditional rights to manage and direct the affairs of the District in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services and missions of the District; to determine the methods, means, organization and number of personnel by which such operations and services shall be conducted; to supervise and direct the work force; to transfer employees between school buildings; to hire and establish the qualifications for employment; to establish work and productivity standards and from time-to-time to change those standards; to assign overtime; to make, alter and enforce rules, regulations, policies and procedures; to evaluate employees; to

require the physical and mental fitness of employees; to discipline employees; to suspend employees without pay and discharge employees with just cause; to establish and change work schedules and set hours of work; to establish, eliminate or change classifications; to assign, promote or demote employees; to lay off employees because of lack of work or other reasons; to change or eliminate existing methods, equipment or facilities or introduce new ones; to assign work to outside contractors; to determine training needs and assign employees to training; to take any and all actions as may be necessary to carry out the mission of the District.

## **ARTICLE II -- EMPLOYEE AND UNION RIGHTS**

### **2.1 UNION DUES AND FEDPAC DEDUCTIONS**

The District shall, upon proof of membership authorization, withhold union dues from the compensation of an employee. Under such arrangement, an amount shall be withheld twice each month from October through May which is equal to the pro rata share of the annual membership dues. The District shall remit such deduction to the Union no more than ten (10) working days after the payday for which the deduction is made.

The District will deduct ten dollars (\$10.00) per month from employees' wages on the basis of individually signed, voluntary authorized deductions form. It is agreed that these authorized deductions for the Local 399, International Union of Operating Engineers Federal Political Action Committee (Local 399 IUOE FED PAC) are not conditions of membership in the International Union of Operating Engineers, Local 399 or of employment with the District. Payments will be made either by a separate check payable to Local 399 IUOE FED PAC or via wire transfer at the District's option.

### **2.2 NILES TOWNSHIP CREDIT UNION**

Any bargaining unit member may belong to the Niles Township Credit Union and must adhere to its rules and standards. Difficulties encountered between the bargaining unit member and the Niles Township Credit Union are not subject to a grievance under this Agreement.

### **2.3 USE OF BULLETIN BOARDS**

The District shall provide the Union with designated space on bulletin boards upon which the Union may post notices of its meetings and other Union activities, provided such notices are of a non-political and non-inflammatory nature. The Union will limit the posting of Union notices to the designated bulletin boards.

### **2.4 USE OF BUILDINGS**

The Union and its duly authorized representatives shall have the privilege of using the school premises for meetings and the use of school equipment normally available to employees at such time and place as the administration deems reasonable so as not to interfere with, or disrupt normal school operation. Requests for the use of school

premises and school equipment shall be directed to the Superintendent or his/her designee. Expenses incurred by the District because of the use of the District's facilities and equipment by the Union may be charged to the Union at unit cost.

**2.5 NOTICE OF BOARD MEETINGS AND BOARD AGENDA**

Notices of regular or special Board meetings shall be available to the Union Business Representative, or his/her designee, together with a copy of the Agenda for the meeting as soon as the notices are ready through the District website.

**2.6 APPROVED BOARD MINUTES**

Approved minutes of all Board of Education meetings shall be available through the District website.

**2.7 DISTRIBUTION OF UNION MATERIAL**

The regular intra-district delivery service and employees' mailboxes and e-mail (for employees who are given district e-mail accounts) shall be made available to the Union for communications to employees unless such use interferes with the normal school operations.

The Union shall also have the right to use the school's duplication equipment during nonschool hours provided that the Union reimburses the District for the cost of any materials used and for any damage caused by the negligent use of such equipment as long as such use does not interfere with any facet of the school's business.

**2.8 DISTRICT POLICIES**

The District shall deliver one (1) copy of its official policies, rules, regulations and handbooks to the Union Business Representative or designee. The Union shall be notified of any and all subsequent additions, deletions and amendments at such time as they become available. The District shall not be required to deliver a hard copy of such additions, deletions and amendments if such are posted on the District's web site at the time of notification and if the Union is free to print one copy of the change at no cost.

**2.9 LABOR MANAGEMENT MEETINGS**

In an effort to keep open lines of communication and maintain a productive and problemsolving culture, there shall be periodic meetings between the Business Manager and the Union Business Representative.

**2.10 NOTICE TO UNION**

The Union Business Representative and Treasurer will be informed in writing of any newly hired employee's name, job title, work site, hours and pay rate within seven (7) days of the Board's approval of the employee's hire.

## **ARTICLE III -- CALENDAR AND HOURS**

### **3.1 CALENDAR**

Employees are scheduled to work for the full calendar year. The Holiday calendar shall be posted by July 1 of each year of the agreement.

### **3.2 HOURS**

The regular shift for Head Engineers is 6:30 a.m. to 3:00 p.m. Starting and ending times may be adjusted, without a reduction in total hours worked per day, according to the needs of the District. Should it become necessary to reduce the number of hours worked by any employee, the District will comply with Article 13 of this Agreement.

### **3.3 EARLY REPORTING AND EMERGENCY SCHOOL CLOSINGS**

Should any Head Engineer be required to report to work earlier than his normal starting time, such earlier time shall be added to the regular day's work and paid at the applicable rate. Head Engineers shall be guaranteed four (4) hours of pay at the applicable rate for all call-in emergencies including but not limited to: fire and police alarms, power outages, HVAC alarms and severe weather if they are called in on their regular day-off, personal day and/or vacation.

Subject to the review and approval of the Business Manager, Head Engineers may determine what time of day to report for early reporting, such as snow removal, construction projects, etc. The Business Manager may set guidelines for how long such projects should take. Head Engineers who are required to report in on a scheduled day off for snow removal or other building emergency shall be guaranteed at least four (4) hours of pay. In the event that Head Engineers are required to report to work on an emergency/snow day, they shall be paid at one and one half (1.5) times their normal rate of pay for hours worked.

### **3.4 OVERTIME**

Work performed by an employee after forty (40) hours shall be paid at the rate of one and one-half (1½) times his/her regular rate of pay. Overtime may be required as necessary as determined by the District.

Head Engineers' overtime work must be approved in advance by the Business Manager. The District reserves the right to require preapproval of all overtime if it believes that employees are working excessive or unnecessary overtime hour.

### **3.5 BREAK AND MEAL PERIODS**

Head Engineers will be given:

- A. two (2) paid fifteen (15) minute break periods, with one break to be taken during the first half of the shift and the second break to be taken during the second half of the shift as efficient operations will permit;
- B. a thirty (30) minute unpaid meal period as near the middle of the shift as efficient operations will permit. The thirty (30) minute meal period shall include any travel time. Nothing herein shall preclude agreement between the employee and his/her supervisor to combine breaks and/or lunch.

### **3.6 COMPENSATORY TIME**

In lieu of paid overtime, employees may opt to earn up to forty (40) hours of compensatory time off. Employees must be pre-approved in accordance with Section 3.4. Compensatory time may be taken in two hour increments at a time mutually agreed between the employee and his/her supervisor. Employees may not use compensatory on the school day before or after a legal holiday or school recess. Employees must request the use of compensatory time at least seventy-two (72) hours in advance. Compensatory time off must be used within three hundred and sixty-five (365) days of when earned. Unused compensatory time shall be paid to the employee at the rate at which it was earned.

### **3.7 METHOD OF SALARY PAYMENT**

Beginning July 1, 2011 all Head Engineers will have the option to be paid through direct deposit in twenty-six (26) installments every other Friday. Head Engineers will be able to access payment and benefit day accrual information through the on-line employee portal website.

## **ARTICLE IV -- PERSONNEL FILES**

### **4.1 PERSONNEL FILES**

Only one official personnel file shall be maintained by the District.

### **4.2 RIGHT OF ACCESS**

Each employee shall have access, for examination purposes, to all of the material in his/her personnel file, with the exception of letters of reference, any portion of a test document or any other material excluded by the Illinois Personnel Records Act. The examination of the personnel file shall occur within seven (7) working days of the employee's request during normal business hours at a time that does not interfere with the employee's normal duties. The seven day period shall be waived in instances where the employee is subject to discipline, dismissal, or grievance timelines which may necessitate faster access. The employee may be accompanied on such examination by a representative of the Union. A representative of the administration may also attend such inspection.

**4.3 PLACEMENT OF MATERIAL IN FILE**

Employees will be provided with copies of any evaluative or disciplinary item or letter of complaint added to their files. Each employee shall have the opportunity to respond in writing to any item in his/her file and shall have the response attached thereto.

**4.4 RIGHT OF COPY**

Each employee shall have the right to be furnished with copies of any or all file material, exclusive of confidential material named in Section 4.2. Employees may be charged a fee for such copies. The fee shall be limited to the actual cost of duplicating the materials.

**4.5 PRIVACY OF MATERIALS IN FILE**

The Board will not divulge a disciplinary report, letter of reprimand, or other disciplinary action to a third party, to a party who is not a part of the employer's organization, or to a party who is not a part of the Union without complying with the notice requirements of Section 7 of the personnel records review act, 820 ILCS 40/7.

**4.6 REMOVAL OF MATERIAL FROM THE FILE**

No employee or administrator shall permanently remove any material from an employee's file, except by mutual consent. Upon the request of an employee, written reprimands that are more than five (5) years old shall be removed from the employee's file if there are no repeated infractions of the same or similar offense within that time period.

**ARTICLE V – LEAVE**

**5.1 EMERGENCY LEAVE, SICK LEAVE, AND ABSENCE FOR DEATH**

A. Each full-time employee shall be allowed sick leave whenever the employee's absence is necessitated by his or her own illness or disablement, or by serious illness or death in the immediate family or household, to the extent of thirteen (13) sick days, 3 of which may be used for personal business without pay deductions each year as covered in the paragraph "D" of this section.

Unused sick leave shall accumulate up to 240 days.

B. For purposes of this Section, "immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, sisters-in-law, brothers-in-law, legal guardians, and domestic partners.

C. The District may require a physician's certificate, or if the treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such person's faith, as a basis for pay during leave after an absence of three (3) consecutive days for personal illness, or as it may deem necessary in other cases.

- D. Each full time employee shall be granted personal leave each year in accordance with Section A of this article, without deduction in pay, for the purpose of transacting or attending to personal, legal, business, household or family matters which require absence during school hours. Employees shall not be required to disclose the nature of the details of the personal business involved in the leave, but shall advise his or her supervisor that the leave is for necessary personal business. Personal days shall not be used on the school day before or after a legal holiday or school recess.
- E. Sick leave allowance for an employee who is employed or who resigns during the school year shall be prorated on the basis of the portion of the school year during which he or she was employed.
- F. The annual allowance described in paragraph "A" of this Section above shall be fully credited in advance to the record of each employee, effective with the first day of annual employment. The annual allowance shall be added to the sick leave accumulated from previous years.
- G. A certified sick leave report shall be available to each employee during the school year through the employee web portal. This report shall include:
  - 1. sick leave accumulation as to the beginning of the previous school year
  - 2. the record of days deducted the previous year
  - 3. the days advanced for the current school year
  - 4. the total number of days credited and applicable for the current school year.
- H. When employees are injured on the job, after the first three days of absence, the District will charge them 1/3 of a sick day for each day they are absent because of injury. Employees who have paid leave available will sign over their Workers' Compensation checks to the District and the District will continue their normal pay while they remain absent because of the injury until their paid leave is exhausted.

## **5.2 UNPAID LEAVE**

- A. Unpaid temporary leaves of absence shall not be granted except for unusual and rare opportunities. Leaves may be granted at the discretion of the Superintendent. Such unusual and rare opportunities refer to those circumstances that are truly emergencies or unique situations. Any approved unpaid temporary leaves of absence shall not exceed ten (10) school or work days. Except in extreme emergencies, all leaves adjacent to periods of school recess and legal holidays will be denied. No absence shall be allowed without proper advanced written

approval by the Superintendent. All requests for temporary leave should be submitted at least twenty (20) working days prior to the day the employee proposes to be absent. For employees outside the central office, the request should initially be made to the building principal who shall forward the request and his/her recommendation to the Superintendent. The Superintendent shall issue the final decision on all requests for unpaid leave.

- B. Other leaves of absence may be granted by the Board to employees without pay and in accordance with provisions specified by the Board. Application to the Board of Education for leaves shall be made in writing.

### **5.3 FMLA LEAVE**

The Family and Medical Leave Act applies to the District. The Act allows certain employees to obtain unpaid leaves of absence for certain family and medical leaves for up to twelve (12) weeks (or up to twenty-six weeks to care for a covered service member) with District-paid insurance under the same terms and conditions as if the employee had continued to work, with job protection and no loss of service accumulated prior to the commencement of the leave. Employees wishing to obtain information about leaves under the Act should consult the District's policy number 5:185. Copies of that policy are available upon request.

### **5.4 JURY DUTY**

Employees who are assigned to jury duty shall be paid the difference between his or her regular salary and the amount received for jury duty. Compensation received for expenses shall not be deducted from the employee's salary.

### **5.5 RELIGIOUS OBSERVANCE**

Employees who are unable to be present at work or fulfill work requirements on a particular day or days or at a particular time of day because of his or her observance of a religious holiday may submit a request for a personal day for this purpose. If the number of personal days available is not sufficient to meet the needs of the employee's observance, additional time may be requested through the immediate supervisor with the understanding the compensatory time as planned and supervised by the immediate supervisor will be arranged in lieu of the additional time for religious observance. An employee who is to be excused from work requirements due to the observance of a holiday is to give notice in writing at least two weeks before the absence to the immediate supervisor or other appropriate school supervisory personnel.

### **5.6 UNION LEAVE**

Upon written request, in the event the Union desires to send representatives to local, state or national conferences or on other business pertinent to Union affairs, these representatives shall be excused without loss of salary providing the Union reimburses



the District for the cost of the substitute. The Union shall not use more than two (2) days in total per school year.

**5.7 HOLIDAYS**

Except in emergency situations, employees shall not be required to work and shall be paid on Board-approved paid holidays. Employees who are required to work on a holiday due to an emergency shall be paid two and one half (2.5) times their normal rate for all hours worked.

**5.8 PAID VACATION DAYS**

A. All full-time Head Engineers shall have the following paid vacation days per fiscal year. Vacation shall be available for use upon employment for new employees. Vacation days shall be credited on July 1 of each year.

- Having completed 0-4 years of District Service as of July 1.....10 days
- Having completed 5-9 years of District Service as of July 1.....15 days
- Having completed 10-19 years of District Service as of July 1....20 days
- Having completed 20+ years of District Service as of July 1.....25 days

B. Vacation for the first year of employment shall be prorated based on the number of days remaining in the fiscal year upon employment with the District. For example, if, upon the first day of work, 98 days remain until July 1, the employee will have  $(98/260 = 38\%)$  (38% of 10 = 3.8) three days of vacation in the first year of employment.

C. A vacation time-off request must be submitted to the Business Manager or designee. Vacation request shall be granted by seniority if the request is submitted between January 1<sup>st</sup> and March 1<sup>st</sup> of each year of the agreement. After March 1<sup>st</sup> request will be on a first come basis. No vacation request will be unreasonably denied; however, a vacation of more than three (3) consecutive days during the regular school term may be denied. Only one Head Engineer at a time may take a vacation when school is in session. No more than two Head Engineers at a time may take a vacation when school is out of session. No vacations shall be taken during the week prior to the opening of school or during the week following the end of the school term. Up to five (5) unused vacation days may be carried over to be taken by September 30<sup>th</sup> in the next fiscal year; all vacation days not carried over and used shall be lost and not compensated.

**5.9 ON CALL PROCEDURES**

The Superintendent or designee shall approve a relief custodian for each Head Engineer in their absence. Once approved, Head Engineers will provide training for relief staff on building opening procedures, snow removal and any other areas that will insure the daily operation of the buildings and grounds departments. Upon realization of Head Engineer

absence, Head Engineer takes necessary steps in order to assure coverage. Head Engineer informs relief person and Principal/Business Manager of any building issues and or set-up that needs attention. Head Engineer notifies building Principal/Business Manager that they will be absent and if possible, confirms that the designated relief person has been contacted and instructed to work the hours of 6:30am – 2:30pm. Also, the Head Engineer will inform other staff members of the absence and who the relief person is for that day. Head Engineer notifies the other district Head Engineers of their absence in case their assistance is needed.

## **ARTICLE VI -- EVALUATION**

In order to assure a high quality of employee performance, a program of evaluation shall be implemented in the District. Non-probationary employees will be evaluated on an annual basis. The evaluator shall furnish the employee with a copy of the written evaluation and hold a conference with the employee regarding the written evaluation. Upon the employee's request made within five (5) business days of the initial conference, a follow-up meeting shall be scheduled for further review and feedback regarding the written evaluation before the document is signed. Both the evaluator and the employee shall date and sign all copies of the written evaluation. The signature of the employee shall not necessarily indicate agreement with the written evaluation, but rather shall indicate that the conference has been held and that the employee is in receipt of the final written evaluation. A copy of all written evaluations and any attached written objections shall be placed in the employee's official personnel file. The Building Principal completes the Head Engineer's annual evaluation with input from the Business Manager. The Building Principal will make every effort to complete the evaluation by June 1.

## **ARTICLE VII -- PROBATIONARY PERIOD AND DISCIPLINE**

### **7.1 PROBATIONARY PERIOD**

A newly-hired employee shall be subject to a probationary period of ninety (90) days during which the employee is subject to discipline or discharge for without recourse to the grievance procedure described in Article XII of this Agreement.

### **7.2 COMPLAINTS**

When a complaint regarding an employee which may result in discipline is made to an administrator, the administrator shall make the employee aware of the complaint and give the employee a chance to respond before imposing any discipline. The Superintendent may suspend an employee with pay while investigating a complaint against him or her and, at the conclusion of the investigation, suspend an employee without pay pending Board action on a recommendation to terminate the employee or pending the outcome of criminal proceedings against the employee.

### **7.3 DISCIPLINARY MEETINGS**

Each employee shall have the right to be accompanied by a Union representative or another member of the bargaining unit at any meeting where the employee believes discipline may result.

**7.4 JUST CAUSE**

Other than suspensions pending the investigation of a complaint, a non-probationary employee shall not be suspended without pay or dismissed without just cause.

**7.5 DRUG AND ALCOHOL TESTING**

A. The District may require testing of an employee for whom there is a reasonable suspicion that the employee has used drugs or alcohol or is under the influence of drugs or alcohol while at work or on the District's property.

The District may require testing of any employee involved in a fight while at work or on the District's property.

B. Definitions.

Under the Influence: Any mental, emotional, sensory or physical impairment due to the use of drugs or alcohol

Illegal drug: Any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained or that is being used in a manner or for a purpose other than prescribed.

Reasonable suspicion: A belief that an employee may be under the influence of drugs or alcohol. Such belief must be based on some objective indicia, which may include but is not limited to the following matters: erratic or unusual behavior by an employee; disorientation, which would lead a person of ordinary sensibilities to conclude that the employee is under the influence of drugs and/or alcohol; observation of possible ingestion of alcohol or use of drugs; and, involvement in an accident, fight or other circumstances which could lead a reasonable person to believe that the use of drugs or alcohol may have been involved.

C. Disciplinary Action

Any employee who refuses to cooperate with testing procedures or tests positive for drug and/or alcohol use will be terminated for a first offense.

**ARTICLE VIII -- VACANCIES**

**8.1 POSTING OF VACANCIES**

Vacancies of Head Engineer positions within the District will be announced through the District website when they are official. In addition, vacancies will be posted in all buildings for a reasonable period of time under the circumstances and sent to the Union Business Representative. The parties agree that a vacancy under this paragraph of the Agreement is an opening which occurs when the District adds a position or when there is a retirement, resignation or dismissal of an employee with no reduction in the total number of District positions.

## **8.2 INTERVIEW FOR VACANCIES**

Any employee who applies for a vacancy by submitting a written application in accordance with the timeline established in the posted notice shall be given an interview for the position if they hold the qualifications for the position.

## **ARTICLE IX -- WORKPLACE HEALTH, SAFETY AND COURTESY**

### **9.1 SAFETY**

Employees shall bring observed health and safety hazards to the attention of their supervisors and shall follow health and safety regulations. Safety issues affecting the welfare of employees or students shall be discussed in meetings between the Superintendent and Union Business Representative.

### **9.2 PERSONAL INJURY/ASSAULT**

Employees shall report immediately, in writing, on Form 45 or any successor form, to the Superintendent or his/her designees all instances resulting in personal injury suffered by them in connection with their employment and all relevant facts pertaining to the incident. The Superintendent or his/her designee shall investigate the incident.

### **9.3 COMMUNICATION**

Communication regarding changes to policies, procedures, or assignments not covered by this Agreement shall be conveyed to the Union and directly to affected employees in a timely manner.

## **ARTICLE X -- SALARY AND RELATED PROVISIONS**

### **10.1 WAGE INCREASES**

Effective July 1 of each year of this Agreement, the increase for each employee shall be 100% of the CPI-U from the prior calendar year with a floor of 1.5% and a cap of 4.5% plus an amount to be determined once CPI is known for a total increase of no less than 3.0%.

### **10.2 STARTING WAGES**

The starting hourly rate for a new Head Engineer shall be at least 60% of the hourly rate of the highest paid employee in the bargaining unit.

## **ARTICLE XI -- FRINGE BENEFITS**

### **11.1 LIFE INSURANCE**

For all Head Engineers, the District shall pay the premium for term life insurance in the amount equal to the employee's annualized pay rate rounded to the nearest one thousand dollars (\$1,000.00) for each employee.

### **11.2 LONG TERM DISABILITY**

For all Head Engineers, the District shall pay the premium for long-term disability insurance for each employee.

### **11.3 MAJOR-MEDICAL HOSPITALIZATION INSURANCE**

A. The Head Engineers who work the number of hours necessary to qualify for coverage will share the cost of single coverage with the Board in the District's Group Major-Medical Hospitalization Insurance Plans according to the following breakdown:

The Board agrees to provide a group health plan for each year of the contract, which will include major medical insurance.

Head Engineers may elect the following level of coverage:

- Single
- Single + spouse
- Single + child
- Family

The Board will pay 90% of the cost of individual coverage for the PPO700, HDHP, or HMO plan. That amount can be used by Head Engineers towards the premium of any other plan. Head Engineers who elect to participate in the PPO700 plan will receive an additional \$500 annually in an HRA. The Board retains the right to change insurance carriers to save costs providing substantially the same benefits shall be provided. No insurance benefits shall be provided part-time personnel who work less than a 4.5 hour per day schedule.

The Board will offer an HDHP (high deductible health plan) connected to an HSA (health savings account). Any employee who elects to waive district health coverage and shows proof of coverage under a group plan shall receive \$1,000 for each year for which he/she waives coverage.

All insurance premium deductions paid by the Head Engineers will be treated as pretax payments unless a staff member notifies the business office in writing that they do not want the premium deduction to be pretax. Such notice must be provided to the business office before the start of a school year to be effective for the school year or at such other time as may be permitted or required by law.

The District shall have the right to change insurance carriers, but if it changes carriers, it shall maintain comparable benefits so long as the cost of such benefits does not increase more than 35% in any policy year. The Board would review the proposed change in carriers with the joint committee before making any such changes.

As provided by law, a health maintenance organization alternative to the present group plan will be made available by the Board to the staff desiring same. A preferred provider option plan also will be made available. Any sum paid on behalf of the staff member electing the HMO or the PPO shall not exceed the single person coverage premium presently paid by the Board to the group plan.

- B. The District will contribute up to \$30.00 per month (\$360.00 per year) towards the cost of all tiers (employee only or family) of dental insurance coverage.
- C. The Union may appoint one (1) representative to serve on the District's joint health insurance committee. The joint committee will meet as necessary, but at least annually. In addition, the Board agrees to provide committee members with all materials necessary to fulfill their duties. Should the total insurance premium increase 15% or more in any given year, the joint committee shall convene in order to review the plan structure and develop cost savings measure to present to the membership/board for acceptance.
- D. If at any time during the term of this contract, or before a successor contract is reached, it becomes known to the Board that any of the healthcare plans provided by the Board to bargaining unit members will incur the excise tax imposed on employers through the Affordable Care Act or if changes to the Act, through law, regulation or binding guidance, make the Board's healthcare plans out of compliance with the ACA, then the Board and Local 399 agree that the contract's health insurance provisions will be "re-opened" for the limited purpose of re-negotiating such healthcare plans to avoid the Cadillac Plan Excise Tax or to be in compliance with the ACA.

In addition, the parties agree to renegotiate the amount of the opt-out payment for employees who do not enroll in the health insurance plans should the payment expose the Board to a potential ACA penalty.

#### **11.4 TRANSPORTATION**

The current I.R.S. rate shall be allowed an employee who is authorized to drive his/her private automobile on school business.

## **11.5 IN-SERVICE TRAINING**

The Board of Education authorizes an employee growth program, for the purpose of maintaining, renewing, and expanding the knowledge, skills, and abilities of the Head Engineers. The purpose of this program is to provide information on new procedures, methods, products, and equipment for the improvement of performance in the work of the District. The Board shall pay the cost of registration and materials for approved employee growth programs, such as Local 399's Education & Training. Whenever possible, employee growth programs will be provided within the regular work day. Where Board approved employee growth programs extend beyond the employee's regular work day the employee shall be paid at their normal hourly rate, unless the overtime rate applies, in accordance with Article 3.5 of this agreement. Travel expenses incurred in the attendance at training outside Niles Township shall be reimbursed by the District.

## **11.6 UNIFORMS**

Head Engineers shall be provided with uniforms at the start of employment. Upon the request of the employee, uniforms shall be replaced free of charge during the school year when work related wear makes it necessary. Head Engineers shall receive up to five (5) pairs of pants, five (5) shirts, and five (5) tee-shirts per year. Employees shall also receive one (1) pair of work boots/shoes as needed and to be approved by the district prior to the Head Engineer ordering. Head Engineers are responsible for the care and cleaning of uniforms. Winter jackets shall be provided for use by Head Engineers and shall be replaced when work related wear makes it necessary.

## **ARTICLE XII -- RETIREMENT**

### **12.1 NOTICE**

- A. In order to receive the benefits provided for in Section 12.2, a head engineer must submit, in writing, his/her irrevocable resignation by June 15<sup>th</sup> no later than two (2) years prior to his/her intended date of retirement.

The head engineer's notice to the Board and the Board's approval of the request shall constitute an irrevocable commitment by both parties, except that at the Board's discretion, the head engineer may be permitted to continue in employment beyond the agreed-upon date of retirement in emergency circumstances (e.g., death of a spouse). As a condition of continuing in employment beyond the agreed-upon retirement date, the head engineer shall reimburse the Board for the full cost of the retirement benefit.

### **12.2 BENEFITS**

- A. Head engineers who submit a timely irrevocable letter of resignation will be paid a salary increase in their last two (2) years of service equal to 6% over their previous year's base salary.
- B. In the event the 6% increases shall result in the Board of Education being required to pay an actuarial cost or some other additional payment, the pay increase shall be limited to the maximum amount that does not require additional payment by the Board of Education.
- C. The benefits shall be granted to any eligible employee who gives timely notice of retirement during the term of this contract.

**3. CONDITIONS**

- A. If, during the term of the contract, any law is enacted that results in a greater cost to the District for a head engineer to retire than the cost in effect as of the date this contract is entered into, the parties may, at either's written request served on the other within thirty (30) calendar days of the effective date of such legislation, re-negotiate a retirement incentive. The Board will not be obligated to pay amounts in excess of those provided in this Article, unless otherwise agreed.
- B. No bargaining unit member should rely upon the continuance of the retirement provision in a subsequent collective bargaining agreement. However, the parties recognize that either may propose and negotiate regarding this provision's continuance.

**ARTICLE XIII -- GRIEVANCE PROCEDURE**

**13.1 GRIEVANCE – DEFINITION**

A grievance shall mean a complaint that there has been an alleged violation, misinterpretation or misapplication of any provision in the Agreement negotiated by the Board of Education and the Union. For the purposes of this article a school day terminates at 4:00 p.m. Chicago time.

**13.2 PROCEDURE**

**A. First Level / Informal**

If an employee believes that there is a basis for a grievance, he or she shall first discuss the alleged grievance with his/her immediate supervisor either personally or in the company of an officer of the Union.

**B. Second Level / Formal**



The formal written grievance must be filed within twenty (20) business days from the date of the event giving rise to the grievance or twenty (20) business days from when the grievant should have reasonably known about the event giving rise.

**C. Third Level / Assistant Superintendent for Finance & Operations**

If the Union is not satisfied with the results of Level 2, or if no decision has been rendered within the prescribed time period, it may file a written appeal with the Business Manager within twenty (20) business days of completing the procedure at Level 2. The written appeal may be presented and discussed in person with the Business Manager.

The Business Manager shall render a decision in writing to the employee and the Union within twenty (20) business days. If the appeal is not filed in the prescribed time, the grievance shall be considered as withdrawn. If the administrator fails to give a decision within the time limits, the grievant may proceed to the next step.

**D. Fourth Level / Board of Education**

If the Union is not satisfied with the results of Level 3, it may file a written appeal with the Board of Education. Such a written appeal shall be filed with the Board of Education through the Superintendent within ten (10) business days. If the appeal is not filed in the prescribed time, the grievance shall be considered as withdrawn.

If such appeal is filed twenty-one (21) or more calendar days before the next regular Board meeting, the Board shall review the grievance in executive session or give other such consideration as it may deem appropriate at the first Board meeting following the filing of the appeal.

If such appeal is filed less than twenty-one (21) calendar days before the next regular Board meeting, the Board shall review the grievance in executive session or give other such consideration it may deem appropriate within thirty (30) calendar days of the filing of the appeal.

**E. Fifth Level / Impartial Arbitration**

If the Union is not satisfied with the results of Level 4, it may within fifteen (15) business days after completion of Level 4, submit in writing to the Superintendent notice that the grievance is to enter impartial arbitration.

If the two parties fail to reach agreement on an Arbitrator within fifteen (15) business days, the Illinois Educational Labor Relations Board or American Arbitration Association will be requested to provide a panel of arbitrators. Each of

the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the Arbitrator. The decision of the Arbitrator shall be binding.

Expenses for the Arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the Board and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

The Arbitrator, in his opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the Board and the Union and his decision must be based solely upon his interpretation of the meaning or application of the express relevant language of the Agreement.

**F. Waiver of Time Limitations**

The time limitations provided in these procedures should be strictly adhered to by all parties. The limits may be extended by written agreement of the parties.

**13.3 OTHER PROVISIONS**

One Union representatives shall be released, if needed, without loss of salary or benefits, to participate in arbitration hearings provided that the Union shall pay the cost of any necessary substitutes.

No reprisals of any kind will be taken by the Board of Education or the school administration against any employee because of his/her participation in this grievance procedure. The employee shall not be required to discuss any grievance if a Union representative is not present.

The Board and the administration will cooperate with the Union in its investigation of any grievance, and further, will furnish the Union with such information as is requested for the processing of any grievance.

All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

If the Union and the Superintendent agree, Steps 1 and 2 of the grievance may be bypassed and the grievance brought directly to Level 3.

While the withdrawal of a grievance terminates the action on that grievance, a subsequent similar grievance will receive consideration as provided in this Article XII without reference to the withdrawn grievance.

**ARTICLE XIV -- REDUCTION IN FORCE**

**14.1 NOTICE TO UNION**

The District shall advise the Union of any proposed reduction-in-force and shall seek the Union's views on the matter prior to taking action.

**14.2 STAFF REDUCTIONS**

In the event that a decision is made to reduce the number of employees employed by the Board, the Board will give affected employees written notice of honorable dismissal and the reason for such dismissal by certified mail or personal delivery at least thirty (30) days before the employee is laid off. The Board will lay off employees by reverse seniority. Laid off employees shall have recall rights to positions from which they were laid off by seniority for the following school term or within one calendar year from the beginning of the following school term.

**14.3 CONTINUOUS SERVICE INTERRUPTION**

Continuous service shall be defined as the length of continuous service as an employee of the District and shall be interrupted only by dismissal for cause, resignation, or retirement. Probationary employees do not receive continuous service credit. Once an employee has completed his/her probationary period, he/she shall be accorded continuous service credit dating back to his/her most recent date of hire. For purposes of reductions in force and recall, an employee's seniority will be based on his/her length of service within his/her classification.

**ARTICLE XV-- NEGOTIATIONS PROCEDURE**

**15.1 GOOD FAITH NEGOTIATIONS**

The parties agree that their duly designated representatives shall negotiate in good faith with respect to wages, hours and terms of employment. Each party shall select its own representatives. The obligation to negotiate in good faith means the mutual obligation of the District and the Union to meet at reasonable times and to confer in good faith with respect to wages, hours and terms and conditions of employment. However, this obligation does not compel either party to agree to a proposal or require the making of a concession.

**15.2 START OF NEGOTIATIONS**

The parties shall commence bargaining for a successor Agreement as per the Illinois Education Labor Relations Act and its Rules and Regulations, but in no case later than March 1 of the final year of the Agreement, unless a recognition petition is pending.

**15.3 EXCHANGE OF INFORMATION**

The Union shall be furnished on request all regularly and routinely prepared information concerning the financial condition of the District including the annual financial statement

and the adopted budget. In addition, the Board and Administration shall grant reasonable requests for other readily available and pertinent information which may be relevant to negotiations. The Union will furnish copies of any pertinent information as reasonably requested by the Board of Education.

#### **15.4 TENTATIVE AGREEMENTS**

The representatives of the District and the Union shall have the power to reach tentative agreements. During negotiations, tentatively agreed upon materials shall be prepared and initialed prior to adjournment of the meeting at which tentative agreement was reached or at the beginning of the next meeting. Agreements on specific items of the negotiation shall not be binding on either party until the entire package of tentative agreements is ratified/approved by both parties. After the participants reach agreement on the entire package of tentative agreements, it shall be reduced to writing and distributed to the Board of Education and the Union membership for final approval.

#### **15.5 REQUEST FOR MEDIATION**

If after a reasonable period of negotiations and within forty-five (45) days prior to the scheduled expiration of the existing collective bargaining agreement, the parties have reached an impasse, either party may declare to the other in writing that an impasse exists and call for a mediator.

#### **15.6 SELECTION OF A MEDIATOR**

When an impasse has been declared, the Federal Mediation and Conciliation Service shall be requested by the parties to appoint a mediator from its staff. The mediator shall meet as soon as possible with the parties or their representatives, or both, either jointly or separately.

#### **15.7 CONTRACT PRINTING AND AVAILABILITY**

The District and the Union shall be responsible for the final preparation and printing of the final Agreement. Prior to final printing, each party shall ensure that it is accurate. The parties shall agree to the number of copies to be printed such that each existing and potential new member will have a copy, each member of the Board of Education and Administration will have a copy, and Local 399 will have two copies. If the parties decide jointly to send the contract out for printing, as opposed to doing it in house, each shall contribute half (½) the cost of printing this Agreement. A copy of this Agreement shall be maintained on the District's intra-net in the District Filing Cabinet.

### **ARTICLE XVI-- NO STRIKE CLAUSE**

The Union hereby agrees not to strike or engage in or support or encourage any concerted refusal to render full and complete service in the School District, or to engage in or support any activity whatsoever which would disrupt in any manner the operation of the schools during the duration of the Agreement.

The Board hereby agrees not to lock out employees covered by this Agreement during the duration of this Agreement.

**ARTICLE XVII-- EFFECT OF AGREEMENT**

**17.1 SAVINGS CLAUSE**

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

**17.2 PRECEDENCE OF AGREEMENT**

If there is any conflict between the written terms of this Agreement and the terms of any individual contract of employment, the written terms of this Agreement shall govern. If there is any conflict between the written terms of this Agreement and written District 69 School Board policies, procedures, handbooks or written rules and regulations which may from time to time be in effect, the written terms of this Agreement shall govern.

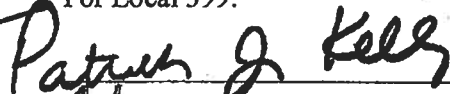

**17.3 TERM OF AGREEMENT**

- A. The Agreement shall be effective upon ratification by the Union and approval by the Board and shall continue in effect without modification until June 30, 2028.
- B. This Agreement is signed this 20<sup>th</sup> day of June, 2023.

  
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President, Board of Education

  
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Secretary, Board of Education

For Local 399:

  
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