

**Agreement
Between**

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

And

**Service Employees International Union
Local 73
Campus Safety and Support Team**

2023 - 2027

TABLE OF CONTENTS

ARTICLE I
RECOGNITION OF THE UNION 5

ARTICLE II
CHECKOFF OF UNION DUES 5
 Section 1 - Union Dues 5
 Section 2 - Indemnification..... 5

ARTICLE III
MANAGEMENT RIGHTS..... 5

ARTICLE IV
ENTIRE AGREEMENT 6

ARTICLE V
UNION RIGHTS AND RESPONSIBILITIES 7
 Section 1 - Labor Management Meetings 7
 Section 2 - School Mail and Bulletin Board..... 7
 Section 3 - Use of Building..... 7
 Section 4 - Right to Organize 7
 Section 5 - Non-Discrimination..... 7
 Section 6 - Copy of Agreement 7
 Section 7 - Availability of Financial Data 7

ARTICLE VI
NO STRIKE AND NO LOCKOUT 8
 Section 1 - No Strike/Job Action..... 8
 Section 2 - No Lockout 8

ARTICLE VII
GRIEVANCE PROCEDURE..... 8
 Section 1 - Definition..... 8
 Section 2 - Grievance Process 8
 Section 3 - General Provisions 10
 Section 4 - Scope of Arbitration 10
 Section 5 - Cost of Arbitration..... 11

ARTICLE VIII	
PERSONNEL FILE	11
Section 1 - Personnel File	11
Section 2 - Right of Access.....	11
Section 3 - Placement of Material in File.....	11
Section 4 - Right of Copy	11
Section 5 - Right of Attachment.....	11
ARTICLE IX	
HOURS OF WORK	12
Section 1 - Hours	12
Section 2 - Workweek.....	12
Section 3 - Temporary Employees	12
Section 4 - Breaks	12
Section 5 - Lunch Period	12
Section 6 - Overtime	12
Section 7 - Call Back	13
Section 8 - Subcontracting.....	13
Section 9 - Summer Security Work.....	13
Section 10 - Electronic Time Keeping Device.....	13
ARTICLE X	
JOB DESCRIPTIONS	13
Section 1 - Job Description.....	13
Section 2 - Positions	13
ARTICLE XI	
JOB POSTINGS AND FILLING OF VACANCIES	14
Section 1 - Job Postings.....	14
Section 2 - Filling of Vacant Positions.....	14
ARTICLE XII	
SENIORITY, LAYOFFS, AND RECALL	14
Section 1 - Seniority.....	14
Section 2 - Resolving Identical Seniority.....	14
Section 3 - Credit	14
Section 4 - Probationary Period.....	15
Section 5 - Continuous Service Interruption	15
Section 6 - Seniority Accrual.....	15
Section 7 - Seniority List	15
Section 8 - Layoff.....	15
Section 9 - Recall.....	15
ARTICLE XIII	
DISCIPLINARY ACTION	16
Section 1 - Philosophy of Corrective Discipline.....	16

Section 2 - Disciplinary Notice.....	16
Section 3 - Disciplinary Procedure	16
Section 4 - Disciplinary Appearance	16
Section 5 - Suspensions	17
ARTICLE XIV	
COMPENSATION.....	17
Section 1 - Rate of Pay.....	17
Section 2 - Pay Periods	17
Section 3 - Longevity Stipend	18
Section 4 - Shift Differential Pay.....	18
ARTICLE XV	
INSURANCE BENEFITS.....	18
Section 1 - Qualifications	18
Section 2 - Hospital/Major Medical Insurance.....	18
Section 3 - Dental Insurance	18
Section 4 - Life Insurance/Accidental Death & Dismemberment Insurance (AD&D).....	18
ARTICLE XVI	
HOLIDAYS.....	18
ARTICLE XVII	
TUITION REIMBURSEMENT.....	19
ARTICLE XVIII	
LEAVES.....	19
Section 1 - Sick Leave	20
Section 2 - Bereavement Leave	20
Section 3 - Personal Leave.....	20
Section 4 - Vacation.....	21
Section 5 - Military Leave	21
Section 6 - Leave of Absence	21
Section 7 - Jury/Witness Duty	22
Section 8 - Leave under Family and Medical Leave Act (FMLA)	22
ARTICLE XIX	
RETIREMENT BENEFITS.....	22
Section 1 - Separation Benefit	22
Section 2 - Insurance Benefits	22
Section 3 - IMRF Retirement Adjustment	23

ARTICLE XX

MISCELLANEOUS 23

 Section 1 - Training 23

 Section 2 - Mileage 23

 Section 3 - Health and Safety 23

 Section 4 - Workload Capacity 23

 Section 5 - Harassment 24

 Section 6 - Supplemental Activity Contracts 24

 Section 7 - Uniforms 24

 Section 8 - School Events 24

ARTICLE XXI

PERFORMANCE EVALUATION 24

 Section 1 - Performance Evaluations 24

 Section 2 - Definition of Terms 25

 Section 3 - Overall Performance Ratings 26

 Section 4 - Performance Goal Setting 26

 Section 5 - Remediation Plan 26

ARTICLE XXII

TERMINATION AND RENEWAL 27

 Section 1 - Duration 27

 Section 2 - Separability 27

APPENDIX A

PERFORMANCE EVALUATION FORM 28

**ARTICLE I
RECOGNITION OF THE UNION**

The Board of Education of Oak Park and River Forest High School District #200, Cook County, Illinois, hereinafter referred to as the "District", hereby recognizes the Service Employees International Union, Local 73, hereinafter referred to as the "Union", as the sole and exclusive bargaining representative for the purpose of negotiating wages, hours, terms and conditions of employment for all full-time and regularly employed part-time employees in positions of Campus Safety Officer, and Locker Room Attendant. All other positions are excluded from the bargaining unit by the Illinois Educational Labor Relations Act.

**ARTICLE II
CHECKOFF OF UNION DUES**

Section 1 - Union Dues: The District agrees to uniformly deduct the regular monthly dues required as a condition of continued union membership from the wages of employees who become or are Union members, and shall remit same to the Union on or before the 15th day of 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 the amount of union dues and initiation fees, which shall be uniform for all employees.

Section 2 - 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
MANAGEMENT RIGHTS**

It is agreed that the District shall have and retain all management rights and functions subject to the provisions of law and not specifically abridged by the provisions of this Agreement including but not limited to the following:

- a. The right to select, hire, transfer, promote, demote, lay off, assign and supervise employees; the right to suspend, discharge or otherwise discipline employees;
- b. The right to determine, monitor and accurately account for and change starting times, quitting times, shifts and the number of hours to be worked by employees; and the right to make rules and regulations to govern the employees;
- c. The right to determine staffing patterns, including, but not limited to, the assignment of the employees as to the numbers employed, duties to be performed, qualifications

required and areas worked;

- d. The right to eliminate, create or combine job classifications; the right to determine individual qualifications and the qualifications required for the job classification(s); and
- e. The right to determine policies and procedures, to change the methods or means with respect to the establishment, management, efficiency and conduct of the operations of the District; the right to contract out any work.

It is agreed that the District has the right to promulgate rules and policies that do not conflict with this Agreement. At the request of the Union, prior to the implementation of any change in current policy affecting working conditions, the District shall meet with the involved unit member(s) for input. In addition, if a District-wide change in policy affecting working conditions for the bargaining unit members is to take place, the Union shall have appropriate representation on any ad hoc committee which may be formed by the District for input.

ARTICLE IV ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

The parties 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 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 District and the Union, for the duration 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 whether or not specifically referred to or covered by this Agreement.

There shall be no unilateral reopening of this Agreement by either party during the life thereof, including the impact of the District's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. Unforeseen rights for either party, which arise from a change in the law or a decision by a court of law, shall not be waived under this Article. This Agreement may be reopened if mutually agreed upon by the Union and the District.

**ARTICLE V
UNION RIGHTS AND RESPONSIBILITIES**

Section 1 - Labor Management Meetings: Quarterly Labor-Management meetings will be held at mutually agreeable times as needed.

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

Section 3 - Use of Building: The Union shall have the right to use District facilities for the purpose of conducting Union business related to the Bargaining Unit provided that:

- a. A request is made through the normal room request process. Upon confirmation, a notice of the meeting will be given to the Director of Campus Safety 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.

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

Section 5 – Non-Discrimination: Neither the District nor the Union shall discriminate against any employee because of race, sex, creed, color, national origin, age, membership or non-membership in the Union.

Section 6 - Copy of Agreement: Within a reasonable period of time after the ratification of this Agreement by both parties, the District shall post a copy of the Agreement on the District website.

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

**ARTICLE VI
NO STRIKE AND NO LOCKOUT**

Section 1 - 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, mass sick call, refusal to cross a picket line, 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.

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

**ARTICLE VII
GRIEVANCE PROCEDURE**

Section 1 - Definition: A grievance is defined as an alleged violation of the specific terms of this Agreement and may be presented by an employee or the Union.

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

- a. **Informal Process.** Before filing a grievance, an employee shall discuss their concern with their immediate supervisor and will attempt to frame the concern by identifying the provision(s) of the Agreement they believe has been violated. The employee may invite a union representative to the meeting in their sole discretion. Such concern will be brought to the supervisor's attention within ten (10) days of the occurrence giving rise to the concern or within ten (10) days of when such occurrence should reasonably have become known. The immediate supervisor will respond to the employees concern within five (5) business days. If this informal process does not resolve the concern for the employee they may proceed to the filing of a formal grievance.

- b. **Step 1 - Director of Campus Safety Level:** In the event that the employee's concerns are not resolved through the Informal Process, the employee or the Union may file a formal written grievance with the Director of Campus Safety. The filing of a formal grievance must be completed within ten (10) business days of the date of the response provided through the Informal Process or within twenty-five (25) days from the date of the occurrence or within ten (10) days of when such occurrence should reasonably have become known, whichever occurs last. The employee shall present the grievance in writing to the Director (or his/her designee). If two or more employees have the same grievance, a joint grievance may be presented and

processed as a single grievance. The grievance shall set forth a statement of the facts of the grievance sufficient to allow a response, the section or sections ~~in~~ of the Agreement allegedly violated and the remedy requested. The Director shall schedule a meeting with the employee to take place within five (5) days after receipt of the grievance. Within five (5) days after completion of the conference, the Director shall give his/her written decision and the basis of the decision to the grievant with a copy to the Union.

- c. Step 2 - Human Resources Level: If the grievance is not resolved in Step 1, the employee or the Union may appeal the grievance in writing to the Assistant Superintendent for Human Resources within ten (10) days after receipt of the Step 1 answer. The grievance shall be deemed withdrawn if not appealed on a timely basis. The Assistant Superintendent for Human Resources will schedule a meeting with the Grievant upon request. If a meeting with the Assistant Superintendent of Human Resources is requested, the meeting will be scheduled within five (5) days of receipt of the request. A written decision will be rendered within ten (10) days of the appeal filing or the meeting, whichever shall be later.
- d. Step 3 – Superintendent Level: If the grievance is not resolved at Step 2, the employee or the Union may appeal to the Superintendent (or his/her designee) in writing within 10 days after the grievant has received the Step 2 decision of the Assistant Superintendent of Human Resources. The grievance shall be deemed withdrawn if not appealed on a timely basis. The Superintendent (or his/her designee) may hold a conference with the Grievant to discuss the Step 3 appeal or may elect to render a decision without meeting except for grievances arising from the discipline of the employee/grievant in which case a meeting will be scheduled. If the Superintendent meets with the Grievant, the meeting will be scheduled within five (5) days of receipt of the appeal. A written decision will be rendered within ten (10) days of the appeal filing or the meeting, whichever shall be later.
- e. Step 4 - Board of Education Level: If the grievance is not resolved in Step 3, the employee or the Union may refer the grievance in writing to the Board of Education within ten (10) days after the receipt of the Step 3 decision from the Superintendent. The grievance shall be deemed withdrawn if not appealed on a timely basis. The Board of Education will meet to consider the grievance appeal within ten (10) days of the receipt of the appeal. A written decision will be rendered within five (5) days of the meeting.
- f. Step 5 - Arbitration: If the employee or 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 twenty (20) days of the date of Step 4 response, then the grievance shall be deemed withdrawn. The parties agree to request the Federal Mediation and Conciliation Service (FMCS) to submit a list of arbitrators who are members in good standing of the National Academy of Arbitrators.

The parties agree to follow the FMCS rules and regulations for selection of an arbitrator. The party filing the grievance shall strike first. The cost of arbitration shall be equally shared between the parties.

Section 3 - General Provisions:

- a. Work Hours: In all steps of the grievance procedure, if the District requires such steps to be held during the work hours of the grievant or the grievant's representative (if a District employee), such employees will be excused with pay for that purpose. Employees required by the District to attend an arbitration hearing during their working hours shall be excused from work with pay. Arbitration hearings shall not be held during employee work hours without mutual consent of the Union and the District.
- 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, with the approval of the appropriate authority.
- c. No Reprisals: An employee who participates in the grievance procedure shall not be subject to disciplinary action or reprisal by the District or Union because of such participation.
- d. Right to be Present: The employee and his/her Union representative have the right to be present at all steps of the grievance process.
- e. Copies: At the request of the grievant or his/her Union representative, the District shall provide copies of all documents submitted by the Administration at Steps 1 and 2 of the grievance procedure.
- f. Failure to Appeal: The failure of the grievant or the Union to act within the time limits set forth shall preclude further appeal of the grievance. Upon failure of the District to meet the time limits prescribed in this Article, the grievance shall be advanced to the next highest level.
- g. Definition of Days: The term "days" as used herein shall mean 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.
- h. 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 Step 1 or 2 of the grievance procedure. The arbitrator shall have no authority to make a recommendation on any issue not so submitted or raised. The arbitrator shall be without power to make recommendations contrary to or inconsistent with any applicable laws or rules or regulations of administrative bodies that have the force and effect of the law.

Section 5 - Cost of Arbitration: Each party shall bear the cost of its representation. The cost of the arbitrator and FMCS 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 VIII 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 Records Act or as provided herein.

Section 3 - Placement of Material in File: Any material evaluative in nature, whether laudatory or critical, as well as any disciplinary material placed in an employee's file shall be signed and dated. A copy shall be given to the employee within five (5) working days. Written and/or verbal warnings shall not be considered after a period of 24 months from issuance, and suspensions shall not be considered after a period of 48 months from issuance as part of any District disciplinary decisions.

Section 4 - Right of Copy: Each employee shall have the right to be provided with a copy of any or all file material, exclusive of materials identified as exceptions under the Illinois Personnel Records Review Act, as provided in Section 2. Employees requesting more than one (1) copy of any document in their personnel file during each fiscal year shall pay copying charges to the District equivalent to charges set by the Freedom of Information Act.

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

ARTICLE IX HOURS OF WORK

Section 1 - Hours: Full-time bargaining unit employees shall be those employees assigned to work seven and one-half (7-1/2) hours per day or more. Part-time bargaining unit positions are scheduled as set forth in the job description.

Section 2 - Workweek: The workweek shall consist of five (5) consecutive days, Monday through Friday, unless operational needs require a different schedule.

Section 3 - Temporary Employees: The District shall not use temporary employees to do work historically done by bargaining unit members for periods in excess of three (3) weeks at a time, unless mutually agreed to, except in the case of filling in for a bargaining unit employee going on worker's compensation or other leave of absence.

Section 4 - Breaks: Each bargaining unit member shall receive a fifteen (15) minute break for the first four (4) hours of work, and a second fifteen (15) minute break will be given to those bargaining unit members who work more than six (6) hours. Break time is to be taken during a mutually convenient time for the operation of the office or program. Break time must be arranged or staggered so the office or program can continue operation.

Section 5 - Meal Break: A non-paid, duty-free thirty-minute meal break shall be provided to all full-time bargaining unit employees. The length and scheduling of the meal break will be determined by the constraints of the job and the approval of the supervisor. Meal breaks must be arranged or staggered so the office or program can continue operation. No reasonable meal break request will be denied.

Section 6 - Overtime: Employees shall be paid time and one-half for all hours worked in excess of forty (40) hours per week. The District will equalize the opportunity to work additional hours among all members of the bargaining unit qualified and willing to perform the available work. The District will maintain and post a list of employees by seniority that indicates the rotation order in which employees will be asked to work overtime. The list will be updated on a bi-weekly basis. If an employee who signed up for overtime needs to cancel, the notice should be given to the Director of Campus Safety seven (7) hours prior to the start of the overtime assignment. If an employee who signed up for overtime cancels without the seven-hour prior notice twice within a two-week period except in cases of emergency, the employee will not be eligible for overtime for fifteen (15) working days following the second cancelation. The Director of Campus Safety may override the suspension based on operational needs.

Employees may elect to receive time and one-half compensatory time in lieu of pay for overtime work. Employees may accumulate a maximum of twenty-four (24) hours of compensatory time per fiscal year, and such time shall be treated as additional Personal Leave time and used accordingly. Employees electing the compensatory time options shall notify the Assistant Superintendent of Human Resources of such a decision. Employees must have their immediate supervisor approve their use of compensatory time, with consideration given for the ongoing operation of the office or

program in which the employee works.

Overtime must be at the request of, and pre-approved by, the employee's immediate supervisor. All approved hours worked on a holiday shall be paid at time and one-half. For purposes of computing overtime, all paid leaves, except sick leave, shall be considered as hours worked. There shall be no pyramiding of overtime hours.

Section 7 - Call Back: Any employee who has left the building at the end of a workday and is called back to work beyond his/her regular working hours shall receive a minimum of two (2) hours pay. There shall be no pyramiding of call back hours.

Section 8 - Subcontracting: The District shall not subcontract any work historically done by bargaining unit members. It is understood that the District has historically hired off-duty sworn police officers to work at certain co-curricular activities and that continuation of this practice shall not be a violation of this Section. The Union will be notified in writing at least six months prior to the conclusion of this contract of the Board's consideration of outsourcing of any bargaining unit work.

Section 9 – Summer Security Work: Not later than April 15 of each year, representatives of the District and the Union shall meet to discuss the staffing needs of the Department for summer work with a goal of establishing a schedule and assigning staff. Summer work shall be offered to security officers, as the need is identified in the above meeting on an annual rotating basis.

Section 10 - Electronic Time Keeping Device – To assist with the accuracy of record keeping, the District has implemented an electronic time/attendance recording system and the parties agree that the District may perform periodic upgrades of the system and/or replace the system.

ARTICLE X JOB DESCRIPTIONS

Section 1 - Job Description: A job description for each position in the bargaining unit shall be developed by the District and maintained by the Office 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 revised job description to the Union Stewards at the same time the affected employee is notified.

In the event the District creates a position that is new to the bargaining unit, the District shall forward the new job description and classification to the Union Stewards along with the vacancy notice that is posted.

**ARTICLE XI
JOB POSTINGS AND FILLING OF VACANCIES**

Section 1 - Job Postings: The District shall post all permanent vacancies and any newly created positions for a period of five (5) working days. If a vacancy occurs during winter or spring breaks, the notice shall be posted for five (5) working days following the end of the break. For all vacancies, the notice of the posting shall be sent via district email to all employees. Employees shall apply online as an internal applicant for any vacant positions they are interested in and qualified for.

Section 2 - Filling of Vacant Positions: Since the District is aware of the experience, skills, and talents of its employees, the District will give first consideration to current bargaining unit employees. In the event the District determines that the internal applicant(s) do not possess the immediate qualifications, skill, and ability to perform in the position, the District will pursue qualified applicants from outside.

Should two or more bargaining unit employees apply for the same vacant position, and be determined by the District to be qualified for the position based upon the posted qualifications, skill, and ability to perform in the position, the District shall select the most qualified employee to the position. If the applicants are relatively equally qualified, the most senior employee shall be selected for the position.

Each employee who is not selected may request from the Director of Campus Safety an explanation as to the reason(s) he/she was not selected and, if requested, a written summary of the salient points that were a part of the explanation.

The District shall fill posted vacancies as expeditiously as possible.

**ARTICLE XII
SENIORITY, LAYOFFS, AND RECALL**

Section 1 - Seniority: Seniority shall be defined as the continuous length of service with the District from the employee's most recent date of hire as an employee of the District in any position or positions covered by this Agreement. Upon successful completion of the 120-calendar day probationary period, seniority shall revert to the most recent day of hire.

Section 2 - Resolving Identical Seniority: If two (2) or more employees have the identical seniority date and are both affected by a layoff, seniority shall be determined by last name in alphabetical order. Exception: If an employee has prior service with the District prior to his/her current seniority date, that employee shall be determined to have greater seniority.

Section 3 - Credit: Employees, who leave the employ of the District, but return to work with the District in six (6) months or less, shall have all their seniority reinstated.

Section 4 - Probationary Period: New employees shall have a probationary period of 120 calendar days, excluding winter break, spring break and summer recess. The probationary period may also be extended by the number of days an employee misses due to extended illness of three (3) or more consecutive days, provided the Union is notified of such extension. During the probationary period, the District shall have the right to dismiss an employee without cause. During the probationary period, the employee shall not have access to the grievance and arbitration procedure for any issue regarding discipline or discharge.

Section 5 - Continuous Service Interruption: Continuous service shall be interrupted by resignation, retirement, termination for just cause, absence from work for three (3) consecutive days without authorization or notification to the District (except in an emergency), layoff followed by a failure to respond to recall (time limit reflected in the notice of recall), non-performance of bargaining unit work as a result of a disability (certified by a physician) for a period of two (2) calendar years or their length of employment with the District, whichever is less, or failure to report to work at the conclusion of an authorized leave of absence or vacation (except in an emergency).

Section 6 - Seniority Accrual: Seniority shall not accrue during any unpaid approved leave of absence of sixty (60) consecutive working days or more, excluding any job-related disability/injury. An employee who leaves the bargaining unit to accept another position within the District, and then returns to a vacant position in the unit (pursuant to Article XI), shall have any previously earned seniority within the bargaining unit reinstated.

Section 7 - Seniority List: The District shall furnish the Union with a current list of all bargaining unit employees by February 1 of each year. Such list shall show the names of each employee and his/her date of hire for the purpose of assisting the Union with development of their seniority list. The failure of the Union or any employee to object to an employee's information contained in the list within seven (7) working days following the receipt of the list will act as a waiver of any future challenges by the Union or the employee to that specific problem with the seniority list. This statement shall appear on the list when it is posted and distributed.

The Union shall be notified of any revisions in the original list for the purpose of assisting the Union with periodic updating of their seniority list.

Section 8 - Layoff: The Union and District agree that the following layoff procedure was mutually negotiated and agreed upon and differs from the procedures set forth in the Illinois School Code Section 10-23.5. This procedure does not supersede the notification requirements as stated in Section 10-23.5.

If layoffs become necessary, they will be conducted in accordance with from the procedures set forth in the Illinois School Code Section 10-23.5. The employees shall be laid off in order of reverse seniority,. If there is a temporary position available, it will be offered to the most senior employee who is subject to lay-off.

Section 9 - Recall: Employees shall have recall rights for one (1) year from the start of the next school year after they are laid off. Employees shall be recalled by seniority from the recall list. No

new employees shall be hired for bargaining unit positions as long as any employees are on the recall list and they possess the skills and ability to perform the duties required of the position. Employees on recall shall be responsible for alerting the office of Human Resources of any address changes. The District shall send a registered letter to the employee at his/her last known home address to notify him/her of any job openings. The employee shall have ten (10) working days from receipt of notice to contact the District and accept the position.

ARTICLE XIII DISCIPLINARY ACTION

Section 1 – Philosophy of Corrective Discipline: The Board embraces the concept of progressive and corrective discipline for employees. It is the intent of this section to provide guidance in issuing discipline, and it is not intended to circumvent any just cause provisions in this agreement. The Board encourages its administrators and supervisors to use progressive discipline. Progressive discipline is a systematic approach to correct unwanted behavior and deter its occurrence by administering disciplinary actions based upon various factors, including but not limited to: (1) the seriousness of the offense; (2) the number of times it has occurred; (3) prior acts of misconduct; (4) the length of time between infractions (5) the employee’s length of service and record of performance; and (6) the totality of the circumstances. While the Board encourages the use of progressive discipline, circumstances dictate that it cannot be used for every act of misconduct as outlined in Section 3 below.

Section 2 - Disciplinary Notice: No non-probationary employee covered by this Agreement shall be suspended or discharged without written notice of the reasons for such suspension or discharge. All written discipline, suspensions, or discharges of non-probationary employees shall be for just cause. The District shall notify the Union within forty-eight (48) hours of any written discipline, suspension, or discharges that may be acted upon. Probationary employees may be dismissed without cause during the probationary period.

Section 3 - Disciplinary Procedure: The District supports the philosophy of corrective discipline that is built upon a process of progressive discipline. Toward that end, except in cases of gross misconduct such as, but not limited to, gross insubordination, theft, violation of no strike clause, intoxication or being under the influence of non-prescribed controlled substances at work, or falsification of school records or other employment related records, employees covered by this agreement shall be subject to the following progressive disciplinary process:

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

For purposes of determining the appropriate level of discipline to be issued, prior written and/or verbal warnings shall only be considered for a period of 24 months after issuance and suspensions for a period of 48 months.

Section 4 - Disciplinary Appearance: With the exception of gross misconduct, an employee shall be given written notice if required to appear before the Board, Administration and/or his/her immediate supervisor regarding any investigation or pre-discipline meeting. If the Administration reasonably believes that the outcome of the meeting may result in disciplinary action, Administration will advise the employee of their right to have Union representation present. If the employee believes that the meeting may result in disciplinary action, the employee has the right to request union representation at which point Administration will not proceed further until such representation is present.

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

Section 5 - Suspensions: No employee will be suspended until the employee has been notified of the allegation giving rise to the suspension and the duration of the suspension.

ARTICLE XIV COMPENSATION

Section 1 – Rate of Pay: Pay Rate increases for all employees will be as described below:

2023-2024: Adjusted for seniority

2024-2025: \$1.00 per hour

2025-2026: \$0.75 per hour

2026-2027: \$0.65 per hour

The starting rate for all new employees will be:

2023-2024: \$21.00 per hour

2024-2025: \$21.50 per hour

2025-2026: \$22.00 per hour

2026-2027: \$22.50 per hour

Behavioral response leads will receive a \$2.00/hour differential.

Employees assigned to locker rooms will receive a \$1.75/hour differential.

Section 2 - Pay Periods: Employees are paid bi-weekly through direct deposit or by regular paper check. Employees working on a ten (10) month basis may elect to receive pay during the school year only or throughout the year.

Section 3 - Longevity Stipend: Each employee who has completed his/her 20th year of service shall receive a longevity stipend as follows:

<u>Years of Service</u>	<u>Longevity Stipend</u>
Year 21 through 24	\$2000
Year 25 and thereafter	\$3000

The stipend will be added to the employee's paycheck in equal increments.

Section 4 – Shift Differential: Full-time employees whose shift begins after 12:00 p.m. will receive a shift differential of \$0.50 per hour during the term of this contract.

ARTICLE XV INSURANCE BENEFITS

Section 1 - Qualifications: Employees working thirty (30) or more hours per week shall qualify for benefits under this Article.

Section 2 - Hospital/Major Medical Insurance: The District shall provide hospital/major medical single or family insurance plans for employees eligible to participate in the plans. The benefits, coverage and premium costs to the employee will be the same as the benefits, coverage and premium costs as provided in the Collective Bargaining Agreement with the Oak Park and River Forest High School District 200 and Faculty Senate of Oak Park and River Forest High School District 200. Participating employees who leave employment with the District may continue coverage under COBRA, at their expense. The notice of rights under COBRA will be mailed to the separated employee.

Section 3 - Dental Insurance: Eligible employees may elect to participate in the District's current dental insurance program.

Section 4 - Life Insurance/Accidental Death & Dismemberment Insurance (AD&D): An employee is eligible for term life insurance as provided by The District will provide each eligible employee with a term life insurance policy that is equal in value to the nearest \$1,000 above his/her annual base salary. AD&D insurance provides double indemnity for accidental death and a schedule of benefits for dismemberment.

ARTICLE XVI HOLIDAYS

Employees will receive fourteen (14) paid holidays. The paid holidays will be determined by the school calendar.

In order to be paid for a holiday, the employee must work the last scheduled day before and the first scheduled work day after the holiday or be in a paid leave status.

ARTICLE XVII TUITION REIMBURSEMENT

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

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

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

ARTICLE XVIII LEAVES

Section 1 - Sick Leave: Members of the Bargaining Unit employed by the District prior to July 1, 2009 shall be eligible for fifteen (15) paid sick leave days per year prorated for less than full time employees as set forth below, accumulated to a maximum of 270 sick leave days. Members of the Bargaining Unit employed by the District as of July 1, 2009 shall be eligible for ten (10) days of sick leave per year prorated for less than full time employees as set forth below, accumulated to a maximum of 270 sick leave days.

Employees will be eligible for the following attendance incentives:

- a. If an employee uses no sick leave days during the school year, they will receive \$600 at the end of the school year.

- b.If an employee uses only one (1) sick leave day during the school year, they will receive \$500 at the end of the school year.
- c.If an employee uses only two (2) sick leave days during the school year, they will receive \$400 at the end of the school year.
- d.If an employee uses only three (3) sick leave days during the school year, they will receive \$300 at the end of the school year.

Part-time employees will earn sick leave days on a proportionate basis. If a member has not accumulated sick days for one (1) or more years because he/she has 270 days in his/her bank but subsequently must use sick days, then the member will be credited with an additional sick day for each sick day used up to a maximum of three (3) years accumulation (45 days). Upon resignation or retirement, employees in good standing, fifty-five (55) years of age or more, with a minimum of five (5) years of service will receive payment of \$25.00 per day for unused sick leave up to the maximum of 270 unless the employee elects to apply unused sick leave as credit towards service as provided to members of the Illinois Municipal Retirement Fund (hereinafter "IMRF"). The payment of \$25.00 will be prorated for less than full-time employees based on the actual service percentage. A note from a physician may be required as a basis for pay after a sick leave absence of three (3) days or as deemed necessary by Human Resources. Excessive use of sick leave without verification of legitimacy by a physician, or other abuse of sick leave may result in disciplinary action.

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

Section 3 - Personal Leave: Subject to prior approval by the immediate supervisor, each full-time or part-time employee is entitled to two (2) personal leave days per year for the purpose of attending to personal business. If an employee does not use the two (2) personal leave days available in any one (1) school year, one (1) personal leave day, or fraction thereof, will be carried over to the next school year. At no time may an employee accumulate more than three (3) personal leave days in a given fiscal year. Unused personal days will be converted to sick leave at the end of each fiscal year. Any personal leave day taken beyond the entitlement will be considered unapproved and will result in a deduction of a day's pay. Employees shall be permitted to take up to three (3) consecutive personal leave days with prior approval by the immediate supervisor and Assistant Superintendent for Human Resources. Personal leave days are not intended to be used as vacation days or to extend holidays, compensatory time, or scheduled vacation days. Personal leave must be taken in whole day or half day increments. Time off may be requested for the observance of religious holidays by submitting a request to the Assistant Superintendent for Human Resources. If approved, employees may use earned personal leave to make up the absence, provided such time is

consistent with the District's operational needs. A per diem deduction may also be requested by the employee.

Section 4 - Vacation

Beginning in the 2019-2020 school year, there will be no further allocation of vacation days. Instead, employees hired prior to June 30, 2009, will have 13 paid days added to their annual work calendar and employees hired between July 1, 2009 and June 30, 2019 will have 11 paid days added to their annual work calendar. Employees hired after June 30, 2019 will have 8 paid days added to their annual work calendar.

Section 5 - Military Leave:

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

Section 6 - Leave of Absence: After three (3) years of service to the District, an employee may request an unpaid extended leave of absence under the following conditions, which do not apply to medical leaves under Family and Medical Leave Act (FMLA) or Americans with Disabilities Act (ADA):

- a. A leave of absence may be granted for a minimum period of one semester and a maximum period of one (1) calendar year. Absence beyond the approved term of leave will be considered an abandonment of the position and may result in termination.
- b. An employee must submit a written request for the leave to Human Resources and is subject to approval by the Board of Education. For a first semester leave, the request must be submitted by March 1 of the preceding semester. For a second semester leave, the request must be submitted by November 1. An emergency leave may be considered by the District under special circumstances.
- c. In the event multiple requests are submitted for leaves of absence the District reserves the right to limit the number approved.
- d. No salary or wages or other remuneration will be paid to the staff member on leave. Insurance coverage may be continued at the expense of the employee.
- e. Bargaining unit employees shall not accrue sick days or vacation days during leaves of absence. Seniority will not accrue during leaves of absence.

- f. The District reserves the right to determine job assignment upon the employee's return from a leave of absence.

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

Section 8 - Leave under Family and Medical Leave Act (FMLA): The Board will comply with its obligations under the Family and Medical Leave Act (FMLA). In accordance with the FMLA, an employee may be eligible to take up to twelve (12) weeks of leave. If the employee has accumulated sick and personal leave, these days will be applied concurrently to any FMLA absences when school is in session. The remainder of the leave not covered by sick or personal days will be unpaid. Employees should reference Board Policy 5:185 (Family and Medical Leave) located on the District website for details about eligibility and notification requirements.

ARTICLE XIX RETIREMENT BENEFITS

Section 1 - Retirement Incentive: To be eligible for a retirement incentive, employees must meet the following requirements: an employee must be eligible for retirement with IMRF, have at least ten (10) years of full-time service and must give at least two (2) twelve (12) months written notice to the Department of Human Resources of intent to retire. The 12-month notice requirement will be waived in case of a critical illness or other emergency. If the employee retires no later than the first year he or she is eligible for retirement with IMRF, or if any eligible employee submits a written notice of retirement on or before November 1, 2023 for an effective retirement date set to occur on or before June 30, 2025, the employee will also receive a payment of \$5,000 to be paid ninety (90) days after the employee's final day of employment with the district. If an eligible employee retires due to a critical illness or other emergency during the term of the contract, they will be eligible for the \$5,000 retirement incentive.

A part-time employee who meets these requirements and has worked an average of at least twenty (20) hours per week during the last five (5) years of employment is eligible for a prorated separation benefit.

Section 2 - Insurance Benefits: The District will provide continuation of the health, dental, and life insurance benefits in effect for the employee during the final year of service, until age sixty-five (65), to the level and degree currently provided by the District to employees who meet the following requirements: an employee must have at least ten (10) years of service, must meet IMRF retirement eligibility criteria, and must give at least two (2) months written notice to Human Resources of intent to retire.

The District will pay premiums for qualifying part-time personnel approved for retirement on a

prorated basis, determined by the average number of hours worked per week during the last five (5) years of employment. Continuation of dependent coverage for health insurance is provided by the District at the rate of one-half the premium cost for employees who meet these qualifications.

Section 3 - IMRF Retirement Adjustment:

- a. The District will provide a salary increase over the prior year's base salary up to the maximum percentage allowed by IMRF cap on salary increases, but not to exceed 6%, inclusive of any other salary increase in the final year of service, to employees who meet the following requirements: an employee must have at least ten (10) years of full-time service, must meet IMRF retirement eligibility criteria, and must give written notice of intent to retire by October 1st of the final year of service. Employees who meet IMRF retirement eligibility criteria and retire during the 2019-2020 school year will receive retirement benefits outlined in the 2014-2019 collective bargaining agreement.
- b. If the District eliminates the retirement bonus program for certified and other non-certified employees, this section shall become null and void.

ARTICLE XX MISCELLANEOUS

Section 1 - Training: Employees shall be offered adequate training for their current positions and in any new technology required to perform assigned job responsibilities. The District may schedule mandatory training with at least thirty (30) calendar days' notice and employees will be required to attend and shall be paid for such time.

Technology Training: When the Technology Learning Center (TLC) is open, it will be available for use by bargaining unit members whose positions may require technology training appropriate to their position. Time may be used during the workday and/or on non-student attendance days with supervisory approval or at the supervisor's request for additional training for the member's job responsibilities.

When the District offers staff the opportunity to attend job-related workshops, conferences or seminars, the District will pay the registration fees associated with the training as well as pre-approved overnight accommodations. Members shall be paid their regular hourly rate for hours spent in such training if it occurs during normal working hours.

Section 2 - Mileage: Employees using their personal car for official school business shall be reimbursed at the current allowable IRS rate provided prior approval was granted by the Director of Campus Safety.

Section 3 - Health and Safety: Health and Safety: The District shall make all reasonable attempts to provide information, training and protective equipment in a timely manner for all employees in

the performance of their job responsibilities. If an employee has a concern about the safety of a job he/she is asked to perform, the immediate supervisor shall be notified and shall make the determination whether or not to proceed.

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

Section 5 - Harassment: Employees shall be able to perform their duties free from harassment.

Section 6 - Supplemental Activity Contracts: Bargaining unit members may be contracted by the District to supervise, sponsor, or chaperon any club, sports or activity. Salary for any supplemental activity assignment will be in keeping with the Fair Labor Standards Act relative to blended rates. Any bargaining unit member so contracted by the District shall not be penalized as relates to his/her regular salary. In the event that a bargaining unit member is hired to perform duties which are paid on an hourly basis during regular hours of employment, appropriate salary adjustments shall be made, but at no time shall the employee receive less than his/her regular hourly wage.

Section 7 – Uniforms: Bargaining unit employees are required to wear uniforms while on the job. The shirts will be provided by the District and will be replaced as needed with a minimum of three shirts per year. All new bargaining unit members shall be provided five (5) shirts from the District at the time of hire and shall receive an annual allowance of three hundred (300) dollars in September of each year to purchase pants and shoes as outlined in the guidelines for Campus Safety attire.

Section 8 – School Events: The following duties will be a part of the work year for all members of the bargaining unit and, with the exception of Graduation day, will be paid as overtime if such work is in excess of the forty (40) hour threshold set forth in Article IX:

- Home football games
- Homecoming Dance
- Prom
- Graduation day

Graduation day will be paid as overtime.

ARTICLE XXI PERFORMANCE EVALUATION

Section 1 – Performance Evaluations: The primary purpose of a performance evaluation for an employee is to measure and provide feedback to an employee regarding their individual performance in relation to the expectations and requirements of the position the employee is filling. The performance evaluation process provides the answer to the question of how well an employee is doing in meeting the department’s performance standards for the job; it satisfies a basic need for employees to know where they stand with the organization in regard to their

performance; it delineates areas of strength as well as areas where growth is needed. Where performance is below standard, either in a given area or from an overall perspective, the performance evaluation process will suggest strategies for improvement.

An employee will be provided a performance evaluation summary near the end of their initial 120-day probationary period and, thereafter, at least annually. The Director may solicit input and performance feedback from other District administrators and supervisors for the purpose of these evaluations, however the Director must ultimately approve all evaluation summaries provided to an employee.

Employees shall have thirty (30) days following receipt of a performance evaluation summary to provide the Director with written comments which will be attached to and become a part of the performance evaluation in their personnel file. The employee shall sign the evaluation summary and his/her signature shall only indicate that the employee has received the evaluation document. A copy of the performance evaluation shall be provided to the employee at the time of signature.

Performance evaluations are neither grievable or arbitrable under this Agreement except in those cases where suspension or termination is recommended based upon the evaluation process.

Section 2 – Definition of Terms: At the end of the appraisal period, the supervisor will measure the employee's performance against the objectives and position responsibilities. As a part of completing the annual appraisal, Supervisors will review the following eight (8) Performance Qualities and assign one of the five (5) Performance Ratings defined below to each.

Performance Qualities:

1. Knowledge/Skills
2. Problem Solving/Decision Making
3. Communication
4. Interpersonal Relations
5. Self-Management
6. Quality of Work
7. Quantity of Work
8. Attendance/Punctuality

Performance Ratings:

▪ Superior (5)

A rating of Superior (5) assigned to an individual performance quality means that the employee's work performance in that area is "more than acceptable". An overall rating (average rating across all 8 performance qualities) of Superior (5) means that the employee's work performance is more than acceptable. The District and Union have agreed that an overall average of 4.75 and above will be deemed Superior (5). An overall rating of Superior (5) must include a significant accomplishment such as money saving, or time saving initiatives, safety initiatives and/or extra training that is deemed valuable

by the District. This initiative must be documented within the process of the performance review.

- Proficient (4) - A rating of Proficient (4) is deemed to be “above average”.
- Satisfactory (3) - A rating of Satisfactory is deemed to be “sufficiently acceptable”.
- Below Expectations (2) and
- Unsatisfactory (1)

A rating of Below Expectations (2) or Unsatisfactory (1) for a performance quality factor means that this segment of the employee’s work performance is “below an acceptable level of competence” and that immediate efforts must be taken to improve performance in that category. Employees whose overall rating is Below Expectations (2) or Unsatisfactory (1) will be placed on a remediation plan as set forth in Section 5 below. The Director will provide mid-year notification to employees whose overall performance rating, or an individual performance quality category at that point in time, is anticipated to be Below Expectations (2) or Unsatisfactory (1).

Section 3. Overall Performance Rating: The Performance Rating assigned to each Performance Quality indicator on the Performance Evaluation Form (Appendix A) will be averaged to arrive at the Overall Performance rating of the employee.

Section 4. Performance Goals Setting: During the annual appraisal session, the Director and employee will discuss and collaboratively identify growth goals and objectives to form a basis for the following year as part of the appraisal process.

Section 5. Remediation Plan: If, based upon the final overall performance rating, the individual is identified as either Below expectations (2) or Unsatisfactory (1), the employee shall be placed on remediation and will be provided with a ninety (90) day remediation plan to guide the remediation process. The Director of Campus Safety, Assistant Superintendent for Human Resources and employee will confer to assist the Director of Safety and Support team in establishing the components of the remediation plan that addresses areas in which present performance needs to be improved.

The remediation plan will be reduced to a written document which will be provided to the employee. In the event the Director of Campus Safety, in conjunction with the Assistant Superintendent for Human Resources, determines at the end of the ninety (90) day remediation process that the employee has not satisfactorily completed the remediation plan, the Director of Safety and Support may either extend the remediation period for a finite period of time (not to exceed ninety (90) additional days) or recommend to the Superintendent dismissal as an employee of the district.

**ARTICLE XXII
TERMINATION AND RENEWAL**

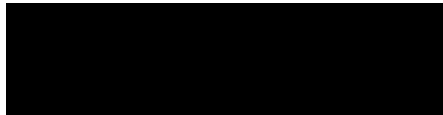
Section 1 - Duration: This Agreement shall be in full force and effect until June 30, 2024, and shall continue from year to year, unless written notice of termination or desire to modify shall be given by either party at least thirty (30) days prior to June 30, 24. During negotiations, this Agreement 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 may be renewed to consider the impact thereof. The remaining articles, sections, and clauses shall remain in full force and effect.

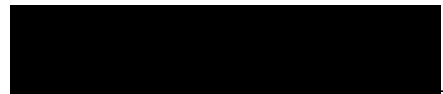
This Agreement is signed this 10th day of August, 2023.

In witness thereof:

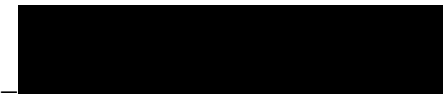
Service Employees International Union
Local 73, Campus Safety and Support Team



Eduardo Victoria, Chief Negotiator

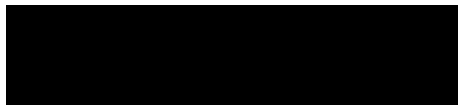


Anissa Molette, Steward



Jeremy Powell, Steward

Board of Education
Oak Park & River Forest H.S., District 200
Cook County, Illinois



Tom Cofsky, Board President



Tim Brandhorst, Board Secretary

APPENDIX A

OAK PARK AND RIVER FOREST HIGH SCHOOL

Evaluation Form Campus Safety and Support Team

Employee Name _____ Job Title _____

Division/Department Assigned _____ Appraisal
Period _____

Department _____ Name of
Director _____

Instructions for Completing this Form:

- ❖ At the beginning of the appraisal period, the Director and employee will confer regarding key job responsibilities and performance objectives to be achieved during the next 12 months.
- ❖ During the appraisal period, progress is monitored against the performance objectives and position responsibilities. The Director will meet at least once with the employee during the appraisal period for the purpose of conducting a formative review, such meetings traditionally being held toward the end of the appraisal period. If ratings of any of the performance qualities fall into the Unsatisfactory category, the director and the employee will meet to review the performance and identify corrective action. An employee may request a formative review with their Director at any time. The dates and times of these meetings will be recorded on the front of this Performance Appraisal form.
- ❖ At the end of the appraisal period, the Director will measure the employee's performance against the objectives and position responsibilities. As a part of completing the annual appraisal, the Director will review the following eight (8) Performance Qualities and assign one of the five (5) Performance Ratings defined below to each.

a. Performance Qualities:

- Knowledge/Skills
- Problem Solving/Decision Making
- Communication
- Interpersonal Relationships
- Self-Management

- Quality of Work
- Quantity of Work
- Attendance/Punctuality

b. Performance Ratings:

▪ Superior (5)

A rating of Superior (5) assigned to an individual performance quality means that the employee's work performance in that area is "more than acceptable". An overall rating (average rating across all 8 performance qualities) of Superior (5) means that the employee's work performance is more than acceptable. The District and Union have agreed that an overall average of 4.75 and above will be deemed Superior (5). An overall rating of Superior (5) must include a significant accomplishment such as money saving, or time saving initiatives, safety initiatives and/or extra training that is deemed valuable by the District. This initiative must be documented within the process of the performance review.

• Proficient (4)

A rating of Proficient (4) is deemed to be "above average".

• Satisfactory (3)

A rating of Satisfactory (3) is deemed to be "sufficiently acceptable".

• Below Expectations (2) and

• Unsatisfactory (1)

A rating of Below Expectations (2) or Unsatisfactory (1) for a performance quality factor means that this segment of the employee's work performance is "below an acceptable level of competence" and that

immediate efforts must be taken to improve performance in that category. Employees whose overall rating is Below Expectations (2) or Unsatisfactory (1) will be placed on a ninety (90) day remediation program in an effort to improve performance. The Director of Campus Safety will provide mid-year notification to employees whose overall performance rating, or an individual performance quality category at that point in time, is anticipated to be Below Expectations (2) or Unsatisfactory (1).

- The Director, after reviewing ratings selected for performance qualities, will assign an overall rating. Using the scale above, this rating will reflect the definition that best describes the employee's overall performance during the appraisal period.
- During the annual appraisal session, the Director and employee will discuss and collaboratively identify growth goals and objectives to form a basis for the following year as part of the appraisal process.
- If, based upon the final overall performance rating, the employee is identified as Unsatisfactory, the Director and employee will confer to assist the Director in establishing a remediation plan, as set forth in the Agreement, that addresses areas in which present performance needs to be improved.
- At the end of the annual appraisal discussion, the form will be signed and dated by the employee and the Director, and then forwarded to the office of Human Resources.

Performance Qualities Rating

I. Performance Qualities At the end of the appraisal period assess the employee's performance for each applicable quality and then indicate which rating and description is the best fit. Check the appropriate box and explain why you chose that performance rating in the space provided.

1. Knowledge/Skills:

Understanding and knowledge of policies, procedures and facts relevant to job. Demonstration of technical expertise and skill required (e.g. computer skill, numbers skill, etc.)

5

More than acceptable knowledge required for job and is always thoroughly informed. Demonstrates excellent technical skill. Expertise is widely acknowledged and sought after. Willing to instruct peers in area of expertise.

4

Above average required level of knowledge in many instances. Demonstrates skill that is often above what is expected in job.

3

Has a satisfactory understanding of the job and the knowledge needed. Demonstrates skill required.

2

Less than expected knowledge of job duties and procedures. Requires some improvement in skill level. Regularly requires assistance and instruction. (Possibly new to job and in learning stage).

1

Unsatisfactory knowledge of job. Does not meet skill requirements.

Explanation: _____

2. Problem Solving/Decision Making:

Ability to resolve work problems and make appropriate decisions. Application of prior experience and skills to new situations.

5

Exceptional ability to anticipate and solve problems. Often helps others in resolving problems. Makes innovative, highly effective decisions.

4

Often anticipates problems and is able to resolve them independently. Makes highly effective, often innovative decisions or suggestions.

3

Successfully identifies and resolves problems independently. Makes good, effective decisions.

2

Needs some assistance in analyzing situations to make effective decisions.

1

Unable to resolve problems. Makes ineffective decisions.

Explanation: _____

3. Communication:

Degree to which one communicates all matters of importance. Demonstrates skill in transmitting and receiving information both orally and in writing to individuals or/and groups.

5

More than acceptable skill in communicating with others. Exceeds requirements of job in every aspect of communication. Always communicates appropriate information in a timely manner to the right people. Always checks for comprehension.

4

Above average communication requirements of job in many instances. Prepares thoughts that are precise and thorough in both oral and written form.

3

Shares information and knowledge appropriately. Is effective in communicating with others, and meeting communication requirements. Seeks additional information/explanation for clarification.

2

Requires some improvement in ability to give and receive information effectively.

1

Ineffective in communicating with others. Does not meet communication requirements of job. Does not share information in a timely way or to appropriate individuals.

Explanation: _____

4. Interpersonal Relationships:

Degree to which the employee works effectively and cooperatively with others and other departments in achieving organization needs. Degree of responsiveness to organization needs. Demonstration of teamwork in the facilitation of work responsibilities.

5

More than acceptable level of cooperation in working with others. Takes initiative in responding to organization needs and providing high level of teamwork.

4

Takes initiative in responding to organization needs and offering high level of cooperation. Shows high level of teamwork.

3

Cooperates with others and is responsive to organization needs. Provides appropriate level of teamwork.

2

Needs improvement in level of cooperation and responsiveness. Takes little initiative in providing teamwork. Is late in responding to requests.

1

Shows little cooperation or teamwork. Not responsive to organization needs.

Explanation: _____

5. Self-Management:

Degree to which one plans and organizes own work; uses time effectively and sets appropriate priorities. Amount of supervision required.

5

Highly skilled in independently planning and organizing work to meet job requirements. Requires little or no supervision.

4

Usually able to independently plan and organize work. Makes good use of time. Requires minimal supervision.

3

Requires minimal assistance in planning and organizing work, and setting appropriate priorities. Needs reasonable amount of supervision.

2

Requires assistance in establishing priorities, organizing work and making best use of time. Needs improvement.

1

Unable to organize own work or use time effectively. Requires excessive supervision.

Explanation: _____

6. Quality of Work:

Degree of accuracy, neatness, thoroughness, and/or cost effectiveness in work produced.

5

Does work of the highest level. Work is very complete and almost errorless.

4

Work exceeds department standards with minimum errors.

3

Meets department's quality standards with reasonable errors.

2

Occasionally work does not meet standards, some rework is required. Rate of errors needs improvement.

1

Work does not meet department standards. Error rate is unacceptable.

Explanation: _____

7. Quantity of Work:

Degree to which one produces the required amount of work.

5

A top producer. Far exceeds required level of output.

4

Above average level of output. Often does more than own share.

3

Meets required level of output.

2

Produces less than required amount of work. Improvement is needed.

1

Insufficient output.

Explanation: _____

8. Attendance/Punctuality :

Punctuality with regard to absence or tardiness.

5

Four (4) or fewer sick days used, no unexcused days or tardies.

4

Rarely late or absent.

3

Attendance/punctuality record good.

2

Personal discussions about attendance matters have occurred within the last 12 months.

1

Has received verbal warnings about attendance matters within the last 12 months.

Explanation: _____

II. Overall Rating

Considering all factors, check the definition which best describes this employee's overall performance during the past period.

5

Outstanding

Employee's work performance is more than acceptable and includes a significant accomplishment such as money saving, time saving or safety initiatives and/or extra training that is deemed valuable by the District.

4

Proficient

Employee's work performance is above average.

3

Satisfactory

Employee's work performance is sufficiently acceptable.

2

Below Expectations

Employee's work performance is below an acceptable level of competence and immediate efforts must be taken to improve performance.

1

Unsatisfactory

Employee's work performance is below an acceptable level of competence and immediate efforts must be taken to improve performance.

III. Growth Goals and Objectives {Foundation for following year appraisal}

IV. Remediation Plans {To be established if the Overall Rating in Section II above is Below Expectations (2) or Unsatisfactory (1) :

-
-
-
-
-
-
-
-

IV. Comments

Director's Comments: _____

Employee's Comments: _____

V. Signatures

Employee Signature: _____

(Acknowledging Receipt)

Date: _____

Director Signature: _____

Date: _____

Note: Employee must be given a copy of this appraisal