



AGREEMENT BETWEEN

THE BOARD OF EDUCATION
O'FALLON TOWNSHIP HIGH SCHOOL DISTRICT 203

AND

SERVICE WORKER COUNCIL
OF THE
O'FALLON FEDERATION OF TEACHERS, LOCAL 3939

FOR SCHOOL YEARS:

2024-2025

2025-2026

2026-2027

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PREAMBLE

This agreement between the Board of Education of O’Fallon Township High School District 203, St. Clair County, O’Fallon, Illinois, and the Service Worker Council of the O’Fallon Federation of Teachers, Local 3939, incorporates a number of understandings that derive from the parties’ mutual beliefs that each pupil is entitled to an education of the highest quality.

ARTICLE I
RECOGNITION

The Board of Education of School District No. 203, St. Clair County, O’Fallon, Illinois, hereinafter referred to as the Board, recognizes the Service Workers Council of the O’Fallon Federation of Teachers, Local 3939, hereinafter referred to as the Council, as the sole and exclusive negotiating representative for all full-time and part-time Custodians, Security, Grounds and Maintenance, Specialist, and HVAC employees, except for all supervisors, managerial employees, confidential employees, and short-term employees as defined in the Act.

All matters pertaining to the conduct of the election shall be governed by the Illinois Educational Labor Relations Act.

ARTICLE II
COUNCIL AND SERVICE WORKER RIGHTS

- (a) **Right to Organize** – Council members shall have the right to organize, join, and assist the Council, to participate in professional negotiations with the Board through representatives of their own choosing, as per paragraph (a) per Article X - Negotiation Procedures - for the purpose of establishing, maintaining, protecting, or improving conditions of professional service.
- (b) **Board Meetings** – The President of the Council, or his/her designee, shall be provided with electronic notice of any regular or special meetings of the Board, together with a copy of the agenda or statement of purpose of such meeting, at least twenty-four (24) hours prior to the scheduled time of such meeting.
- (c) **Council Announcements and Supplies Reimbursement** – Announcements of Council business may be made via District email. The Council shall reimburse the District for all supplies used for Council business.
- (d) **Council’s Views** – The Council’s views on matters relating to supervisor-service worker or Board-service worker, or Board-administrator relationships shall not be discussed in the presence of students.
- (e) **Names and Addresses for New Hires** – Names and addresses of newly-hired Service Workers shall be provided to the Council within ten (10) days after Board approval to hire the Service Workers.
- (f) **Copies of the Agreement** – Within thirty (30) days of ratification of the Agreement, the Board or Board designee shall distribute the Agreement electronically to all members of the Council.
- (g) **Free Admission** – All Service Workers shall be admitted free to athletic events sponsored by the school. Spouses and children of Service Workers shall also be admitted free to athletic events, but

not relatives and friends. All Service Workers shall receive two (2) free tickets to non-athletic events sponsored by the school excluding Madrigals and the “O That Jazz” Concert.

- (h) **Notice of Vacancies** – The Superintendent or designee shall post all vacancies on the website and shall send to the Council an electronic notice of all vacancies, including vacancies in promotional positions, within two business days of posting. Such notice shall be accompanied by a job description, a statement of minimum qualifications, and salary range.
- (i) **Policy Recommendations** – A statement from any Service Worker containing recommendations for policy changes can be submitted to the Superintendent. The Superintendent will present any recommended policy changes to the Board at its next regularly scheduled meeting. Any additions, changes, or deletions to Board policy shall be listed on at least two Board meeting agendas (first listing as a consideration item, and second listing the following month as an action item) prior to being adopted. Receipt of the Board agendas shall constitute notice to the Council of proposed changes in Board policies.
- (j) **Public Complaints About School Personnel** – Constructive criticism of the schools is welcomed when it is motivated by a sincere desire to improve the quality of the education program and to equip district schools to perform their task more effectively.

The Board places trust in its employees, and desires to support their actions in such a manner that employees are freed from unnecessary, spiteful, or negative criticism and complaints.

Whenever a complaint is made directly to the Board as a whole, or to a Board member as an individual, it shall be referred to the school administration. The individual employee involved shall be advised of the nature of the complaint and shall be given every opportunity for explanation, comment, and presentation of the facts as he or she sees them.

If it appears necessary, the administration, the person who made the complaint, or the employee involved, may request an executive session of the Board for the purpose of greater study and a decision. Generally, all parties involved, including the school administration, shall be asked to attend such a meeting for the purpose of presenting additional facts, providing further explanations, and clarifying the issues. Hearsay and rumor shall be discounted, as well as emotional feelings, except those directly related to the facts of the situation.

- (k) **Professional Development and Training** – Any professional development required by the district, including any testing relevant to the professional development, will take place during normal work hours, or work hours will be adjusted to accommodate the needed training. Various mandatory training will be provided by the District. Notification regarding training requirements will be sent via email. Council members shall review their emails daily to keep up with training and certifications.

ARTICLE III **WORKING CONDITIONS**

- (a) **Work Day/Work Week**– A work week begins on Saturday and concludes on the following Friday. The Work Day will be defined by a particular employee’s schedule. Work schedules may be altered in the event of an unforeseen or emergency situation, as determined by the Director of Facilities. Any hours worked beyond the hours listed in the work schedule must be pre-approved by the Administration and/or the Director of Facilities. Council members are required to clock in and clock out each day using the time clock(s) or timekeeping system specified by the Director of Facilities

and/or the Administration. Weather related/emergency day schedules for Council members will be communicated via the Director of Facilities.

- (b) **Overtime** - Council members are required to work hours beyond their normal schedule as determined necessary to support the OTHS mission. Hours physically worked in excess of forty (40) hours per week shall be paid at one and one-half (1½) times the employee's normal rate of pay. If overtime is needed on a holiday, it will be paid at two (2) times the employee's normal rate of pay. The Director of Facilities will assign overtime as follows:
1. As an extension of the worker's day if it constitutes a continuation of work being performed during the work day.
 2. To qualified volunteers on a rotational basis by seniority from highest to lowest, within work classifications. In the event there are no volunteers for needed overtime work, a qualified council member lowest in seniority on a rotational basis will be assigned the overtime work and must cover the duties.
- Council members must receive advanced approval for any overtime worked and must clock in and clock out to receive pay for hours worked beyond their normal shift.
- (c) **Lunch Break** - All full-time Council members shall receive a scheduled 30-minute paid lunch break. Paid lunch breaks will be considered hours physically worked.
- (d) **Disciplinary Action** - Discipline will be in compliance with Board Policy.
- (e) **Notification of Absence** - Except for the Council member's lunch period, council members shall not leave their building without proper notice to their supervisor. In the event that they are not able to perform their duties, they shall notify their supervisor and the Principal's secretary as soon as possible.
- (f) **Weather Related/Emergency School Cancellation** - All council members are expected to report to work on weather related/emergency days. All work during weather related school closures will be paid at one and one half (1 1/2) times the member's regular rate of pay.
- (g) **Visible IDs** - IDs are to provide a safe, secure, and educationally sound environment at OTHS. IDs and lanyards may be obtained at the security desk. All staff and students must wear their IDs during the entire school day, from arriving to departing campus during regular school/work hours. The IDs must be clearly visible. IDs that are defaced or decorated in any way are unacceptable.
- (h) **Dress Code** - Council members, except when performing security duties, are required to wear steel-toed shoes, unless written approval for other footwear is given by the Director of Facilities. The District will reimburse council members up to \$200 annually for their purchase of steel-toed shoes with a valid receipt for said purchase. The District will reimburse Security council members up to \$200 annually for their purchase of waterproof shoes with a valid receipt for said purchase. Safety goggles, back braces, gloves and other required safety gear as provided by the District must be worn in compliance with District safety procedures.

ARTICLE IV **SENIORITY AND EVALUATION**

- (a) **Seniority** – For the purpose of reductions in force, seniority shall be defined as the length of continuous service within the District as a member of the bargaining unit. Accumulation of

seniority shall begin on the date of the Board meeting when the Board hired the Council member. In the event that more than one Council member was hired at the same Board meeting, seniority shall be determined by the order in which the employees were hired at the Board meeting, as reflected in the minutes of the meeting.

- (b) **Classifications**
- (i) Specialist
 - (ii) Security
 - (iii) Maintenance/Grounds
 - (iv) Custodial
 - (v) HVAC

Classifications will be determined by the job duties performed for a majority of the council member's assignment. It is expected that there may be a reasonable amount of cross-over between categories for any given council member. Such cross-over will not impact classification assignment or related pay.

- (c) **Reductions in Force and Recall** - Any reductions in force and recall will be made in compliance with Illinois School Code. Bumping rights are established between categories as follows:
- (i) Specialist may bump to any other classification
 - (ii) Security may bump to Custodial
 - (iii) Maintenance /Grounds may bump to Custodial
- (d) **Evaluation** – Council members shall be evaluated one (1) time per year during the first two years of employment. Following the first two years of employment, Council members shall be evaluated at least one time every two years. In the event the District changes the evaluation instrument, the District will notify the Union of the changed instrument prior to its implementation.
- (e) **Probationary Employees** – The supervisor or his/her designee shall conduct an orientation for new hires to discuss the evaluation procedures and evaluation instrument to be used. All newly hired Council members shall serve a 120 working day probationary period. The probationary Council members will be evaluated at least once during the probationary period and may be dismissed for any reason during the probationary period. Physical exam, fingerprinting for criminal background check, and required drug test must be completed within the first 10 days of employment.

ARTICLE V **COUNCIL DUES COLLECTION**

The employer shall honor employees' individually authorized deductions forms, and shall make such deductions in the amounts certified by the union for union dues, assessments, or fees. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions. Dues revocations are processed by the union. In the event that an employee revokes their dues, the Union will notify the employer after the close of the revocation window.

The Board shall not be liable for any errors or omissions in complying with this article, except in the instance where the Board allows a union member to drop union membership outside of the revocation window as described on the Union's authorized dues deduction cards.

ARTICLE VI
COMPENSATION

- (a) **Compensation** – Compensation for Service Workers shall be paid per SCHEDULE A.
- (b) **Illinois Municipal Retirement Fund** – The Service Worker’s contribution to the Illinois Municipal Retirement Fund (IMRF) shall be deducted from the Service Worker’s salary.
- (c) **Pay Dates and Terms** - Hourly wages shall be computed into annual Pay according to the following formula and will be paid evenly over 24 pay periods:

(Hours Scheduled Per Day) x (Hourly Rate) x (Paid Days in Contract*) = Annualized Base Pay

*Paid Days in Contract will be determined annually per approved school calendar

Council members shall be paid on the 5th and 19th of each month. Annualized Pay shall be paid over a 12-month period. If the pay date falls on a weekend or holiday, the previous business day will be used. All Service Workers shall enroll in the District’s “Direct Deposit” program.

All voluntary deductions, including but not limited to, annuity payments, insurance premium payments, child support payments, United Way donations, and Union dues will have 50% deducted from each of the two monthly pay checks. Non-customary payments to Service Workers, including but not limited to substitute pay and/or extra duty payments will be paid pursuant to the payroll calendar and timesheet submission dates.

If a non-customary payment is inadvertently missed during the pay schedule above, Service Workers should immediately notify the Business Office. The payment will be made on the next regularly scheduled pay.

If a member is inadvertently overpaid, the overpayment will be paid back by mutual agreement over a period of time not to exceed 12 months. If the member resigns or is terminated prior to the end of the payback period, the remaining balance will be deducted from the member’s final pay.

- (d) **Payment for Overtime**

Payment for overtime will be paid pursuant to the payroll calendar and timesheet submission dates.

If an overtime payment is inadvertently missed during the pay schedule above, employees should immediately notify the Business Office. The payment will be made on the next regularly scheduled pay.

- (e) **Severance Payment** - Those Service Worker Council Members providing their notice to retire during the term of this contract, who have been employed full-time in the District for at least ten (10) years or the full-time equivalency (FTE) thereof, shall be eligible for the following option:
- (1) Service Worker Council Members must notify the Superintendent or Board of Education and provide an irrevocable letter of intent to retire in writing up to four (4) years prior to the year that will be the last of service. The annual deadline for submission of an irrevocable letter of intent is August 25th. After the Board’s acceptance of the notice of the Service Worker Council Member’s irrevocable intent to retire, the following will apply:

- (a) A Service Worker Council Member who provides an irrevocable letter of intent to retire one year prior to retirement shall have his or her pay for each duty the Service Worker Council Member continues increased by 5.8% more than the Service Worker Council Member's earnings for that duty reported during the prior year.
 - (b) A Service Worker Council Member who provides an irrevocable letter of intent to retire two years prior to retirement shall have his or her pay for each duty the Service Worker Council Member continues increased by 5.8% more than the Service Worker Council Member's earnings for that duty reported during the prior year for a two year period prior to retirement.
 - (c) A Service Worker Council Member who provides an irrevocable letter of intent to retire three years prior to retirement shall have his or her pay for each duty the Service Worker Council Member continues increased by 5.8% more than the Service Worker Council Member's earnings for that duty reported during the prior year for a three year period prior to retirement.
 - (d) A Service Worker Council Member who provides an irrevocable letter of intent to retire four years prior to retirement shall have his or her pay for each duty the Service Worker Council Member continues increased by 5.8% more than the Service Worker Council Member's earnings for that duty reported during the prior year for a four year period prior to retirement.
- (2) The final year of this plan must be the contract/fiscal year in which the employee retires.
- (3) To be eligible for this benefit, on the effective date of the Service Worker Council Member's retirement there shall be no financial and/or actuarial penalty to the District from IMRF.

ARTICLE VII
FRINGE BENEFITS

- (a) **Eligibility for Benefits** – To be eligible for benefits under this Article, a Service Worker must be employed for at least 30 hours per week.
- (b) **Health Insurance** - The Board of Education shall pay 80% of the total health coverage costs (currently HRA + insurance company premium) for individual coverage under the District's health insurance plan and shall pay 75% of the total health coverage costs (currently HRA + insurance company premium) for family coverage under the hospitalization plan. The Board of Education shall reimburse up to a total of one and one-half percent (1½%) of the base salary in the O'Fallon Federation of Teachers collective bargaining agreement per contract year toward any combination of dental/vision insurance for individual, individual + spouse, individual + children, or family. In no event shall the amount exceed one and one-half percent (1 ½%) of the base salary during any contract year.
- (c) **Life Insurance** – Subject to the age restrictions in the life insurance policy, the Board of Education shall provide a \$15,000 life insurance policy for every full-time employee.
- (d) **Health Insurance Retirement Benefit** - Service Workers retiring from O'Fallon Township High School following twenty (20) years of service to District 203 may remain in the group insurance plan.

All premium costs for said insurance benefits shall be provided by the retired employee. No retired employee shall be allowed to participate in the group insurance plan past age 65 or at the earliest time at which a retired employee can buy into or otherwise be covered by Medicare. No retired Service Worker shall be extended the benefit of the group insurance provision of this contract should they be employed following retirement from District 203 in an organization which has health care insurance available for their employees. Service Workers and their families shall have the opportunity for a temporary extension of health coverage as required by Public Law 99-272, Title X. (COBRA).

- (e) **Paid Holidays** – The following days are paid holidays if they occur during an employee’s contractual term of employment: New Year’s Day, M.L. King Day, President’s Day (or Lincoln’s Birthday), Pulaski Day, Good Friday, Memorial Day, Juneteenth, July 4th, Labor Day, Columbus Day, Veterans’ Day, Thanksgiving Day and subsequent Friday, Christmas Eve, and Christmas Day. If these days fall on a weekend, the Superintendent will award a different day when school is not in session. If a holiday listed above is a student attendance day per the Board approved school calendar, the council member must work the holiday having student attendance and will receive an additional vacation day to take subject to paragraph (f.) of this article.
- (f) **Vacation** - Vacation compensation is available to only 12-month Council members and is not included in the annualized pay, but rather Council members are expected to physically take the time off of work. Vacation days do not accumulate and will be lost if they are not used during the year in which they are granted. Council members will not be paid for unused vacation unless the council member has an unused vacation balance at the time of separation.

Vacation must be scheduled and approved at least one week in advance. In an effort to maintain the safe and efficient operations of the District, typically no more than four (4) Council members will be granted vacation on the same days.

All vacation leave will be awarded to the employee on the first day of each fiscal school year (July 1) and will be based upon service completed as of June 30th of the prior fiscal school year. If an employee terminates employment prior to the end of the fiscal school year, the vacation leave that was awarded will be prorated based on the date of termination. Vacation schedules will be circulated by seniority on June 1st of each year for employees to schedule vacations. 12-month/40-hour per week Vacation Allocations:

TIER 1: 0 - <2 years of service as of June 30th of the prior fiscal school year	5 days
TIER 2: 2 - <9 years of service as of June 30th of the prior fiscal school year	10 days
TIER 3: 9 - <20 years of service as of June 30th of the prior fiscal school year	15 days
TIER 4: 20 or more complete fiscal years of service as of June 30th	20 days

- (g) **Tuition Reimbursement** – Full-time council members may qualify for tuition reimbursement in the amount of \$150 per credit hour with a \$1,200 per contractual year maximum if the following eligibility requirements and procedures are met:
- (1) Coursework must be toward HVAC, electrical, plumbing, carpentry, or welding certifications.
 - (2) Coursework must be approved in advance by the Superintendent;
 - (3) A grade receipt indicating an achieved grade of a C or better must be provided to qualify for reimbursement;
 - (4) The council member must continue employment for five (5) years in the District after that school year in which they were paid tuition reimbursement. If a council member voluntarily leaves the District before the end of this period, the District may seek a repayment of 20% of the total tuition reimbursement paid multiplied by the number of

years early the council member leaves after receiving the reimbursement(s). The District has the right to deduct any payback amount from the council member's final paycheck(s).

- **EXAMPLE:** Council member was paid \$1,200 tuition reimbursement in 2024-2025, but then resigns at the end of 2026-2027. Since the council member only worked 2 of the 5 years after the reimbursement was paid, the District may seek repayment of 60% of the \$1,200, which is \$720.

Exceptions to the payback requirement:

- Payback requirements would be waived if the District has a specialist position for which the council member is qualified to assume, and for which the council member applied, and the District selects a different applicant for the position. If this occurs, the 5-year payback requirement would be waived and the council member would be able to seek employment elsewhere.
- Payback requirements would be waived if the council member is required to move as the result of their military re-assignment or the military re-assignment of a spouse. If this occurs, military orders would need to be provided to the District and the 5-year payback requirement would be waived.

ARTICLE VIII LEAVES

The following leaves are for full-time, 12-month Council members. Leave benefits will be prorated for part-time or less than 12-month employees.

- (a) **Sick Leave** - Sick leave is defined in accordance with the Illinois School Code and the Illinois Sick Leave Act. Sick leave is awarded as follows:

- (1) **Tier 1** – Service Workers with one (1) to ten (10) years of service shall receive sick leave with full pay at the rate of fourteen (14) days per year and will accumulate to the IMRF reporting limit.
- (2) **Tier 2** – Service Workers with greater than 10 years (10+) to twenty (20) years of service shall accumulate sick leave with full pay at the rate of fifteen (15) days per year and will accumulate to the IMRF reporting limit.
- (3) **Tier 3** – Service Workers with greater than twenty (20+) or more years of service shall receive sick leave with full pay at the rate of sixteen (16) days per year and will accumulate to the IMRF reporting limit.

A doctor's note may be requested for use of sick leave under the following conditions:

1. More than three (3) continuous days of sick leave are used
2. Individual days of sick leave used for ongoing illnesses or condition
3. As requested if patterns of sick leave use occurs
4. Reasonable suspicion of abuse

- (b) **Personal leave** - When necessary, full-time Council members shall be granted personal leave. Personal needs shall be interpreted to mean urgent personal business. In general, this leave may be defined as such over which a person has no control, or the person's presence is of special significance. Guidelines for utilization are:

1. The Council member has no control over setting the date.
2. Presence of the Council member is required.
3. Absence would not be covered under sick leave.

4. Maximum of 2 days per 12 month period from July 1 - June 30 (prorated for partial year worked)
 5. Must apply in writing and receive approval in advance. Personal Leave Request form is available online. The Supervisory Acknowledgement section must be signed off by the Director of Facilities before submitting the form to Human Resources.
 6. If no days are used , three (3) days will be added to the council members' sick leave at the start of the following fiscal year. If one (1) day is used, one (1) day will be added to the council member's sick leave at the start of the following fiscal year.
 7. Personal leave cannot be used the day before or the day after a holiday, or on a weather related day, unless approved by the Director of Facilities, the principal, and the superintendent in advance.
- (c) **Funeral Leave** - Any Service Worker of School District No. 203 may be excused for whatever number days necessary for the funeral of anyone of his or her immediate family. Three (3) days of paid funeral leave shall be granted for the funeral/death of anyone in the employee's immediate family. Any days in excess of three (3) days, but not to exceed 12 days will be paid and charged to sick leave. If time off is needed beyond fifteen (15) days, the employee make take the time without pay. "Immediate Family" shall mean: mother, father, grandparents, grandchildren, sister, brother, husband, wife, or child, and mother, father, grandparents, grandchildren, sister, brother, of husband or wife of Service Worker; or any extension thereof. This further applies to any person with whom the Service Worker makes his or her actual home.
- (d) **Hardship Leave** - The Superintendent may grant up to ten (10) days leave per school year for personal or family hardship. The Service Worker must provide the Superintendent a written request, which includes evidence of the hardship. If granted, the first two days of the leave will be charged to any "Personal Leave" available at the time of the occurrence creating the hardship and the remaining days charged to any "Sick Leave" available at the time of the occurrence creating the hardship. The Superintendent's determination of whether or not a hardship exists that warrants a leave shall be final.

ARTICLE IX **GRIEVANCE PROCEDURE**

- (a) **Definition** - A grievance shall mean a complaint that there has been an alleged violation, misinterpretation, or misapplication of any provision of the Agreement.
- (b) **Statement of Basic Principles** - Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent any individual employee from discussing a problem with the administration and having it adjusted without intervention or representation of Council representatives.

A Council member who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.

The failure of a Council member or the Council to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by written mutual agreement.

Any Council member has a right to be represented, and to be present, in the grievance procedure. The Council member shall be present at any grievance discussion when the administration and/or the

Council deems it necessary. When the presence of a member at a grievance hearing is requested by either party, illness, or other incapacity of the member shall be grounds for any necessary extension of grievance procedure time limits.

In any instance where a Council member is not represented during the grievance procedures, the union will be notified of the final disposition of the grievance, which disposition shall not be in conflict with any of the terms or conditions of this Agreement.

Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend, and will be held, insofar as possible, after regular school hours.

It is agreed that any investigation or other handling, or processing, of any grievance by the grieving member or Council representatives, shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program of the school and related work activities of the service workers.

(c) **Procedures**

For the purposes of this section, working days shall mean days when the business office of the District is open for business.

1. **First Step:** An attempt shall be made to resolve any grievance in informal, verbal discussion between the complainant and his or her immediate supervisor. Such meeting must take place within five working days of the occurrence giving rise to the grievance.
2. **Second Step:** In the event a grievance has not been resolved informally to the satisfaction of the Council at the first step, the aggrieved Council member and/or the Council shall file, within ten (10) working days of the informal meeting, a written copy of the grievance with the principal. The principal shall respond to the grievance in writing to the member and the superintendent within ten (10) working days of receipt of the grievance.
3. **Third Step:** In the event a grievance has not been resolved to the satisfaction of the Council at the second step, the aggrieved member and/or the Council shall file, within five (5) working days of the principal's written decision at the second step, a copy of the grievance with the superintendent. Within ten (10) working days after such written grievance is filed, the aggrieved, representative of the aggrieved as desired, the principal, and the superintendent, or his designee, shall meet to resolve the grievance. The superintendent, or his designee, shall file an answer within ten (10) working days of the third step grievance meeting and communicate it in writing to the Council member, the principal, and the Council.
4. **Fourth Step:** If the grievance is not resolved to the satisfaction of the Council at the third step, the Council shall file a copy of the grievance with the Board within five (5) working days after step three is completed, with grievance to be considered by the Board no later than the next regular Board meeting.

The Board shall provide written answer to the grievance within five (5) working days of its consideration of the grievance.

5. **Fifth Step**: If the grievance is not resolved to the satisfaction of the Council at the fourth step, the Council may submit, in writing, a request to enter into arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) working days after said notice is given, if possible. If the two parties fail to reach agreement on an arbitrator within seven (7) working days, the American Arbitration Association shall be requested to provide an arbitrator in accordance with its rules. The decision of the arbitrator shall be binding on the parties.

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 Council. 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 Council, and his decision must be based solely upon his interpretation of the meaning or application of the express relevant language of the Agreement.

ARTICLE X **NEGOTIATION PROCEDURES**

- (a) **General** - The Board and the Council agree to participate in good faith negotiations with the duly designated representatives of the Council and the Board. It is the responsibility of the Council to initiate the negotiations process.

ARTICLE XI **EFFECT OF AGREEMENT**

- (a) **Complete Understanding/Amendment** - The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified, only through the voluntary mutual consent of the parties in a written amendment executed according to the provisions of this Agreement.
- (b) **Severability** - Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section, or clause.
- (c) **No Strike** - Council members agree that they shall not strike during the term of this Agreement, and will not directly or indirectly engage in or assist in a strike or any similar interruption of full and complete services to the Board and the students.
- (d) **Effective Date/Term** - This Agreement shall be effective from July 1, 2024 until June 30, 2027. This Agreement shall expire on the date indicated at the hour of 12:00 P.M.

This Agreement is signed the _____ day of _____, _____.

For the O'Fallon Council
of Service Workers:

For the Board of Education
O'Fallon Township High School District 203

President

Secretary

SCHEDULE A
 COMPENSATION
 FY2024-2025
 FY2025-2026
 FY2026-2027

Starting Salary by Fiscal Year

	Custodian	Grounds/Maint	Security	Specialist	HVAC
FY25	\$17.25	\$17.75	\$17.75	\$25.75	\$28.75
FY26	\$17.50	\$18.00	\$18.00	\$26.00	\$29.00
FY27	\$17.75	\$18.25	\$18.25	\$26.25	\$29.25

Current Council Members will receive a \$2.00 per hour pay increase for the 2024-2025 School Year, effective July 1, 2024, or will be compensated at the new starting pay rate, whichever is greater.

Current Council Members will receive a 4% per hour pay increase for the 2025-2026 School Year, effective July 1, 2025, or will be compensated at the new starting pay rate, whichever is greater.

Current Council Members will receive a 4% per hour pay increase for the 2026-2027 School Year, effective July 1, 2026, or will be compensated at the new starting pay rate, whichever is greater.

Lead Position Stipend – A \$1.00/hr stipend will be paid for a lead position during the day shift at Milburn and for a lead position during the night shift at Smiley. Those council members holding the lead position will perform some supervisory responsibilities in the absence of the Facilities Director. Council members subbing in a lead position in excess of 10 consecutive days will be eligible for the stipend.