

Negotiated Agreement

Between

Board Of Education of Lyons Township High School

District 204, Cook County, Illinois

and

**Service Employees' International Union, A.F.L. – C.I.O.
Local No. 73 Change to Win (C.T.W.)**

2022-2027

2022-2027 Negotiated Agreement

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AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July, 2022 between the BOARD OF EDUCATION OF LYONS TOWNSHIP HIGH SCHOOL, DISTRICT 204, COOK COUNTY (hereinafter referred to as the “Board”) and SERVICE EMPLOYEES’ INTERNATIONAL UNION, Local No. 73 Change to Win (C.T.W.) (hereinafter referred to as either the SEIU, “Union” or “bargaining unit”).

ARTICLE I: Preamble

The Board of Education of Lyons Township High School, District 204, Cook County, and SEIU recognize that the ultimate aim of the public schools is to provide the best possible education for the youth of the District. Attainment of these objectives becomes a joint responsibility of the Board of Education, the Superintendent, and members of the maintenance and custodial staff as represented by the Union.

This Agreement is not intended to modify any of the discretionary authority vested in the Board of Education by the statutes of the State of Illinois.

It is further understood that this Agreement merely supplements those items mandated by the statutes. It is intended only to provide for such areas as salary, fringe benefits, and other conditions of employment as covered by this Agreement.

ARTICLE II: Recognition

Section 1. Parties Involved

The Board of Education of Lyons Township High School, District 204, Cook County, recognizes Local No. 73, SEIU, as the exclusive bargaining agent for maintenance and custodial employees, excluding, Assistant Foremen, Foremen, clerical employees, students, people in training programs, guards and/or building security personnel, and any employees represented by other labor or negotiating agreements recognized by the Board.

Section 2. Employees Excluded from Bargaining Unit

The following positions/employees are to be excluded from the bargaining unit: Building Foremen; Assistant Foremen; custodial and maintenance substitutes, part-time, and temporary staff; clerical employees; students; people in training programs; guards, building security personnel, and watchmen; and any employee represented by other labor or negotiating agreements recognized by the Board. It is the interest of the Board of Education to use the Building Foremen's position as incentives for employee responsibility, growth and performance; therefore, qualified bargaining unit members will be encouraged to apply for vacant Building Foremen and Assistant Foremen positions.

Section 3. Application

The parties agree that the provisions of this Agreement shall not be applied in a manner which is arbitrary, capricious, or discriminatory.

ARTICLE III: Union Security, Check-Off and Fair Share

Section 1. Union Security

The Board agrees it will not discriminate against any employee because of his/her affiliation with the Union, nor will the Board in any way discourage any employee from joining the Union and/or participating in any legitimate Union activity. The Board further agrees to inform all present employees and all new employees, hired after the signing of this Agreement, that Local No. 73, SEIU is the exclusive representative of all employees in the bargaining unit and that all matters of grievance and other conditions of employment must be handled through the regular procedure set in this Agreement. Maintenance of Membership shall be for the duration of this Agreement or one (1) year, whichever is the shorter, unless written notice is given the Board with a copy to the Union not less than ten (10) days and no more than twenty (20) days prior to the expiration of each period of one (1) year of each applicable collective bargaining agreement.

Section 2. Check-Off of Union Dues

The Board agrees to deduct initiation fees and regular monthly dues uniformly required as a condition of Union membership from the wages of the employees who become or are Union Members and remit them to the Union on or before the 15th of each month, providing employees signs and submit to the Board written authorizations to deduct substantially in the following form: (See Appendix A).

Section 3. Government Laws and Regulations

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

Section 4. Indemnification

The Union shall hold the Board, its agents and employees, harmless and indemnify it against any claim liability that may arise out of any actions taken or not taken by the Board pursuant to this Article.

The SEIU Local 73 agrees to indemnify and save the Board harmless against any claims, demands, suits or other form of liability which may arise by reason of any action taken or omitted by the Union or the Board in complying with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection therewith.

ARTICLE IV: Non-Discrimination

Section 1. Discrimination - General

Neither the board nor the Union shall discriminate against any employee on the basis of sex, sexual orientation, race, color, religion, national origin, citizenship status, marital status, unfavorable military discharge, parental status, age, disability, and/or Union activity, in violation of applicable laws.

Section 2. Union Activities

There shall be no discrimination against any employee for lawful Union activity or for lawfully functioning as a steward, committee member, or other official Union post.

ARTICLE V: Management's Rights and Job Security

Except as specifically limited by the express provisions of this Agreement, the Board retains exclusively to itself the traditional rights to manage the custodian and maintenance services and to direct its employees, including, but not limited to, the following: to direct, plan, and control operations; to change existing methods, equipment, and facilities and/or to introduce new or improved ones; to terminate, in whole or in part, operations; to utilize suppliers and subcontractors; provided, however, in the event the Board should decide to subcontract any work presently being performed by employees covered by this Agreement, the Union shall be notified sixty (60) calendar days in advance and the parties shall meet for the purpose of discussing the effects of such subcontract; to determine what services shall be performed; to establish and change the hours of work; to select, hire, and transfer employees; to assign them to work as needed; to assign custodial routes/areas; to assign overtime; to promote, demote, suspend, discipline, and discharge employees for cause (probationary employees without cause); to make and enforce reasonable rules not inconsistent with the provisions of this Agreement; to lay off and to relieve employees for duty because of lack of work or other legitimate reasons. Work, which has been historically performed by bargaining unit employees, will continue to be assigned to them during the term of this Agreement; however, custodial and maintenance substitutes, excluded from the bargaining unit, shall be used to temporarily fill job assignments due to bargaining members' uses of leave days, and, in emergency situations or when qualified bargaining unit members are not already on site, building and grounds supervisory staff and guards/watchmen/weekend security staff may occasionally perform minor custodial/maintenance work. The Board will continue, however, to explore private contractors for work which has typically not been feasible for bargaining unit members to accomplish (e.g., concrete work, large painting jobs requiring scaffolding). During the term of this Agreement, no jobs will be lost as a result of this type of subcontracting.

ARTICLE VI: Seniority and Training

Section 1. Seniority

Seniority is the length of service calculated from date of hire by the Board of Education and membership into the Union. Upon successful completion of a probationary period of six months, seniority shall revert to date of hire by the Board and membership into the Union. Seniority lists will be made available in each campus Union bulletin board, and seniority lists will be made available to the Union by July 1 of each year.

Section 2. Promotions, Job Bidding, Posting, and Transfers

It is the District's guiding principle to promote qualified individuals from within the present staff, and to give all employees the opportunity to use their abilities and interest in their work to better their position.

Prior to filling permanent vacant bargaining unit positions, the District will first post all permanent vacant bargaining unit positions internally for a period of five (5) working days. In considering candidates for promotion, filling of permanent vacancies or new positions, if the factors of skill, ability, and other qualifications are relatively equal as determined by the District, seniority will prevail. The principal criterion will be to obtain the employee for the job who is best qualified.

A vacancy is defined as a job opening at a particular campus for a particular shift; a vacancy does not entitle a candidate to a particular custodial route or combination of job duties.

In filling vacancies the following procedures will be used in the following order.

- A. The Board reserves the right to make lateral transfers within a given classification and within the same shifts and to fill vacancies by lateral transfers within the same shifts without posting vacancies; however, the Board agrees that transfers of employees between campuses will not be unreasonably made and that any such transfers will be discussed with the Union and the employee(s) involved within ten (10) working days prior to the transfer taking place.
- B. When permanent vacancies occur or new positions are created and lateral transfers are not made, jobs shall be posted for a period of five (5) working days.

Unsuccessful bidders have a right to a response conference with the Director of Business Services. The union steward may be present if the unsuccessful bidders so requests.

Successful bidders shall serve a qualifying period of thirty (30) calendar days. However, positions that require specific training, certification or licensure will have a qualifying period that may go beyond thirty (30) calendar days to allow the employee to complete any necessary training and certification/licensure examination. Prior to any extended qualifying period, the Union will be notified and if the Union so elects the District will meet and discuss the reasons for such extension. During this qualifying period the employee shall be given an orientation that shall include a copy and review of the job description, expectations for successful completion, and responsibilities of the position. The orientation period may include days allowed for the purpose of shadowing an employee who is currently working in the classification. If unable to qualify within the qualifying time period, the employee shall

be returned to their former job. Employees shall receive the new rate of pay during the qualifying period.

From time to time, bargaining unit vacancies caused by resignations, retirements or other terminations from employment cause a need for substitute/temporary workers while the District finds a suitable candidate; usage of the worker will not exceed sixty (60) calendar days.

Section 3. Probationary Period

Each new employee is considered to be on probation for a period of four (4) months after hire by the Board. The probationary period may be extended for an additional two (2) months after discussion with the Union, at the sole discretion of the District. Prior to any extended probationary period, the Union will be notified and if the Union so elects the District will meet and discuss the reasons for such extension. A probationary employee can be discharged without cause and without recourse to the grievance procedure. Performance records will be reviewed with probationary employees prior to the end of one month and prior to the end of the probationary period. The employee shall be given an orientation that shall include a copy and review of the job description, expectations for successful completion, and responsibilities of the position. The orientation period may include days allowed for the purpose of shadowing an employee who is currently working in the classification. At the end of this period, each employee is placed on the regular staff with full vested seniority rights in all programs or is terminated. Probationary employees are not entitled to paid holiday pay. Seniority shall revert to the date of hire upon completion of the probationary period.

Section 4. Termination of Seniority

An employee, after completing his/her probationary period, shall lose his/her seniority and employment rights if:

- A. he/she quits voluntarily;
- B. he/she is discharged for just cause;
- C. he/she is absent from work three consecutive working days without notifying his/her supervisor (Assistant Foreman/Foreman);
- D. he/she fails to report to work within seven working days after the Board mails a registered notice to him/her at the last known address to report to work after a layoff. A copy of said notice shall be forwarded to the Union at the same time it is mailed to the employee;
- E. he/she is laid off for a period equal to one-half (1/2) of his/her seniority, but not to exceed one year;
- F. he/she engages in gainful employment during a leave of absence;
- G. he/she retires; or
- H. he/she is absent from work due to disability, for the length of seniority, not to exceed twelve months. However, if the employee has been in communication with the District while absent from work, the District agrees to review his/her status at twelve months and determine whether to extend the twelve month period based upon the employee's imminent ability to return to work.

Section 5. Layoff and Recall

In the event of a layoff, the least senior employee(s) within a job classification shall be laid off, provided the remaining employees in the classification are qualified to perform the work. Any employee so displaced from his/her job classification shall be permitted to displace the least senior employee in a lower job classification, provided he/she is senior to the employee in the lower job classification, and provided further, that he/she is qualified to perform the work. Employees shall be recalled from layoff in order of seniority, provided they are qualified to perform the work. The term qualified to perform the work as used in this section shall mean that the employee has the skill, ability, and physical capability to satisfactorily perform the duties assigned. The District will lay off all temporary and substitute custodial and maintenance employees prior to laying off bargaining unit employees.

Section 6. Training Opportunities

The Board will provide Union members training opportunities which are appropriate for job skill development. Reimbursement for such opportunities will be determined by the Director of Business Services and will be up to three hundred and fifty dollars (\$350) per person per year. Training opportunities must be either directly related to an employee's current position, or be related to an area in which there is an anticipated opening within the bargaining unit. Approval priority for training will be given for training opportunities which are not in direct conflict with the employee's work shift. Prior approval for a training opportunity must be obtained from the Director of Business Services. Supporting documentation (i.e., course description) must accompany all requests. Reimbursement for approved training will be provided within two (2) weeks of receipt of notice of successful completion of the training activity. When actual credit courses are taken, a grade of "C" or better is required. A transcript of proof of successful completion must be provided for reimbursement. A record of the employee's application for the training activity and a record of the employee's successful completion of the activity will become part of the employee's personnel file.

Section 7. Special Skills License and Certification Program:

The District will pay for tuition and other approved class fees (e.g. books, manuals) for employees who obtain a special skills license or certification (e.g. EPA Refrigerants Certification) under the following procedure:

- A. The District determines that a special license or certification is needed.
- B. The District will post the vacancy for ten working days and all interested applicants may apply.
- C. From the list of applicants, the District will select the employee whom they believe is best qualified to obtain the license or certification. The District may use a skills test as part of the selection process. If the factors of skill, ability and other qualifications of the applicants are relatively equal, as determined by the District, then seniority shall prevail.
- D. The employee will continue to work full-time while enrolled in the program.

- E. The employee shall agree in writing to authorize deductions from his pay for all costs paid by the District if the employee fails to complete the course or fails to earn the license/certificate. The District will allow a maximum of two opportunities to pass the final exam to obtain the license/certificate. However, all costs associated with retaking the exam the second time are the responsibility of the employee.
- F. The employee shall agree in writing to provide restitution for the amount of tuition and fees paid by the District if he or she unilaterally terminates his or her employment with the District within three years of his receipt of the license/certificate. The employee shall reimburse the District for 100% of the tuition and fees if he or she unilaterally terminates his or her employment within one year of receipt of the license/certificate. The employee shall reimburse the District for 75% of the tuition and fees if he or she unilaterally terminates his or her employment within two years of receipt of the license/certificate. The employee shall reimburse the District for 50% of the tuition and fees if he or she unilaterally terminates his or her employment within three years of receipt of the license/certificate.

If no employees respond to the posting referenced in paragraph B above, then the District may hire an outside applicant who already possesses the license/certificate at a starting wage not to exceed the highest rate of pay in the Low Tier group.

Section 8. Stipend Pay for Special Certificate Holders:

Employees who have obtained an EPA Certificate, Boiler Training Certificate, HVAC Certificate or Pipe Fitting Certificate will receive a \$1,000 annual stipend. Employees who have obtained the Pool Operator license will receive a \$500 annual stipend. In order to receive the stipend, the employee must be working in a role where the certificate or license is needed. An employee will receive only one \$1,000 stipend regardless of the number of certificates held; if an employee holds only the Pool Operator license, they will receive only the \$500 stipend. If an employee holds an additional certificate and the Pool Operator license, they will receive a total of a \$1,000 stipend.

ARTICLE VII: Hours of Work and Overtime

Section 1. Normal Workweek

The normal workweek shall consist of five days of eight hours each, Monday through Friday. Eight hour shifts shall include two fifteen minute rest periods. Each rest period shall occur uniformly in the middle of each four hour work period. If it becomes necessary for the first shift employees to leave the building during lunch break, it must be cleared first through the Foreman/Assistant Foreman. The first shift shall include an eight hour day plus a one-half hour (1/2) unpaid lunch period. The second and third shifts shall include in the eight hour day a one-half (1/2) hour paid lunch period. For building coverage purposes, except for two employees designated to pick up lunches, second and third shifts shall remain on site during the lunch period. For every four hours of work, a fifteen minute rest period shall be allowed. Rest periods will be assigned by a supervisor. This is applicable to all work times, i.e., regular, overtime, etc.

A maximum of two custodial staff members per campus may be assigned an alternative work week, Tuesday through Saturday or Sunday through Thursday of each week. The following are parameters for the alternative work weeks.

- a. The alternative work week schedule of Tuesday through Saturday or Sunday through Thursday shall be in effect during the official school year only as posted in the official District School Calendar. The normal work week schedule shall be in effect during the summer, non-school attendance days, including summer school.
- b. Alternative work week employees shall be paid the same rate of pay as Groundskeepers.
- c. In order to fill alternative work week positions, the positions shall be posted. If no employee volunteers, the positions shall be filled by attrition.
- d. No bargaining unit position/job shall be lost as a result of the alternative work week schedule.
- e. The purpose of the Alternative workweek schedule is primarily for the coverage of events that occur on weekends.

During a Leap Year, if employees work an additional day, they will be paid for that additional day of work.

Section 2. Shift Starting Times

All shift starting times shall be as uniform as possible, depending on the requirements of the school program. One week's notice shall be given to all employees affected by changes prior to the change taking effect unless an emergency exists.

Day (First) Shift:	- Starting Time:	- 5:00 a.m.	to	9:00 a.m.
Second Shift:	- Starting Time:	- 2:30 p.m.	to	6:30 p.m.
Third Shift:	- Starting Time:	- 10:30 p.m.	to	1:30 a.m.

Individuals assigned to a third (3rd) shift work schedule will receive an additional \$.75 for hours worked.

Section 3. Overtime and Overtime Payment

Overtime will be paid at one and one-half (1½) times the regular hourly rate. Such rate will be paid for all work after forty hours work in the week. A regular duly authorized holiday (see Article X., Section 1.), a regular paid sick leave (see Article IX., Section 1.), or jury duty will be considered as hours worked in computing overtime. A non-authorized absence is not considered as hours worked in computing overtime. There will be no pyramiding of overtime. Daily and weekly overtime will not be paid for the same hours worked. All overtime must be approved in advance by the Building Foreman/Assistant Foreman.

Voluntary Overtime: As overtime becomes available it will be offered to employees within each respective classification first, then to other employees from other bargaining unit classifications. Overtime shall be equalized by assigning employees on a rotational basis insofar as practical, although it should be clear that overtime work needed at a given time cannot always be performed by every employee who may be eligible for overtime. Available overtime will be posted at each campus adjacent to the time clocks for each classification on or about the first of the month.

For call-in overtime, employees at the workplace or scheduled to arrive within two hours of the call-in may be asked if they are interested in the overtime opportunity; then, if the opportunity cannot be filled, one telephone call to other employees will be made to the number listed on file with the Buildings and Grounds department. Records shall be maintained in proper form showing the distribution of overtime work. The overtime work of each employee will be available to the employee upon request.

Any employee who fails to accept the opportunity to work overtime whenever it is his/her turn will forfeit the opportunity to perform those overtime hours until the next rotation of overtime assignments. Forfeited overtime opportunities cannot be made up at a later date, but will be utilized as overtime hours for the purposes of equalization of overtime.

Scheduled overtime shall not be assigned to probationary employees unless there are not sufficient available non-probationary employees to work the overtime.

All members of the bargaining unit will be included in the normal overtime cycle per the procedures that follow. Individuals with special skills may be required to work more often than the normal rotation cycle.

The following guidelines will be used in order to distribute overtime opportunity in a fair and equitable manner:

1. If overtime is required at a campus, the opportunity shall be offered to the individuals within that campus in two separate categories: a. custodial; and b. maintenance (maintenance only) on a rotation basis in accordance with an established overtime schedule.
2. If individuals are still required for overtime at a campus after completing the above step (i.e., going through the entire overtime cycle), the other campus will be contacted as soon as management is aware of the shortage of employees to work overtime, then employees from the other campus will be offered the overtime using the procedure for voluntary

overtime listed above.

Required Overtime: Employees may be required to work overtime as determined by the District. If, after completing the above procedure, more employees are needed to work than have volunteered, the District may require an employee to work overtime. Required overtime will be assigned to an employee who has accrued the least amount of required overtime among all bargaining unit members on the same campus during the work year (July 1 – June 30). Whenever there are two or more employees who share the same, least number of accrued overtime hours, the least senior employee shall be assigned overtime first. Each time the District requires overtime in the same fiscal year, the next senior person in line in the District will be selected. All employees required to work such overtime hours shall be given a minimum of twenty-four (24) hours notice except for emergency situations (e.g. act of nature, power outages, flooding, etc.) that would cause critical operational interruptions. Overtime will be reimbursed at the prevailing overtime rate. Failure to work overtime as required may be grounds to initiate disciplinary procedures.

Overtime pay is included in the regular check of the pay period following the one in which the overtime was earned.

Section 4. Emergency Call Back

If an employee, after leaving the premises, is called back to work outside his/her normal work schedule, he/she receives four (4) hours pay at the applicable rate, or pay for time actually worked, whichever is greater. Employees who carry a cell phone on the weekends for the expressed purpose of being on call will receive \$20 per day while serving in that capacity. If the employee is called back to work and receives the four (4) hours of pay, then he/she will not receive the \$20 per day for that day. To ensure a reasonable response time, on-call employees will maintain a distance of no more than fifty (50) miles from their assigned campus for the duration that the staff member is on-call. Emergency call-backs must be approved by one of the following: the Director of Business Services, Director of Buildings and Grounds, Building Foreman, or Assistant Foreman.

Section 5. Time Clock

All employees will observe regular working hours and will punch the time clock. Everyone must be in his/her work uniform and punched in by his/her regular starting time. No employee shall punch the time clock for any other employee. At no time shall an employee leave the building(s) without punching the time clock.

Section 6. Temporary Assignment

Employees temporarily assigned to another job classification on any given day shall receive their regular rate of pay for the first three consecutive hours of such assignment. If the assignment exceeds three consecutive hours, then the employee shall thereafter receive the regular rate of his/her job or the rate of the assigned job, whichever is higher. Vacation, sick, and personal leave pay are calculated on the employee's regular rate of pay while assigned in the temporary position. Temporary assignments shall not exceed thirty calendar days unless they are caused by the absence of an employee on a medical leave of indefinite duration. If the temporary assignment exceeds 60 consecutive days, then on the 61st consecutive day, the

employee's vacation, sick and personal leave pay shall thereafter be calculated on the higher of either the employee's regular assignment or temporary assignment. A record of an employee's temporary assignment will be placed in the employee's personnel file if the employee so requests in writing and if the temporary assignment was at least eight consecutive hours.

Section 7. Time Off

No time off shall be given in lieu of overtime.

Section 8. No Hourly Guarantee

This Article does not constitute a guarantee of hours per day, per week, or per year.

Section 9. On the Job Injury

An employee who is injured on the job and must, as a result of the injury, leave work early, will be paid for the remainder of his/her shift.

Section 10. Summer Schedule

In order to ensure building coverage, on a voluntary basis, the four (4) ten (10) hour work days shall be staggered among employees to include regular work weeks of Monday through Thursday and work weeks of Tuesday through Friday, the number of employees on each summer work week will be determined by the Director of Buildings and Grounds, based upon each facility's operational need. Assignments to these summer work week schedules will be based on job classification, qualifications, and seniority. A final copy of the summer schedule will be given to the Union Steward at each campus.

Section 11. School Closing

When the District/School and the school offices are closed by the Superintendent due to weather conditions, essential custodian and maintenance employees will be required to report to work as determined by the Superintendent. Non-essential employees who are at work will be permitted to leave work early with no loss of pay or benefit time, after notification from the Superintendent or his designee. Employees who are not required to report to work shall be paid their regular rate of pay for a full day's pay without loss of benefit time.

ARTICLE VIII: Disability Benefits

Section 1. Definition,

As defined by the Illinois Municipal Retirement Fund: "A disability is any physical or mental impairment which makes a participating employee unable to perform the duties of any position which might reasonably be assigned to him/her by his/her employing municipality. There is no distinction between occupational and non-occupational disability. The Illinois Municipal Retirement Fund disability benefits are the same whether the disability occurs in the performance of duty, at home, or while on vacation, etc."

Section 2. Other Rules

All other rules concerning disability shall be as outlined in Section 5 of the latest Illinois Municipal Retirement Fund manual except as outlined herein.

Section 3. Non-Occupational Connected Disability

If an employee appears to be disabled for reasons other than those which are service connected, the employee shall exhaust all sick leave and accrued vacation benefits prior to application for disability benefits. At this point, the employee would make application for I.M.R.F. disability. Total determination of eligibility rests with the I.M.R.F.

Section 4. Workman's Compensation

The District shall provide Worker's Compensation benefits as required by State law.

Section 5. Sick Leave, Vacation Time, and Holiday Pay while on Disability

When an employee has used his/her accumulated sick leave and vacation time and he/she is placed on disability status, he/she will no longer accrue sick leave or vacation time. Holiday pay will not be granted during such period of disability.

Section 6. Health Insurance while on Disability

The Board will provide health insurance coverage under the same terms as applicable for full-time employees for disabled employees with at least eight years seniority for a period not to exceed twelve months.

ARTICLE IX: Leaves and Holidays

Section 1. Sick Leave

Sick leave shall be used for personal illness or for quarantine or illness in the immediate family/household. Members of the immediate family include parents, spouse, children, brother(s), sister(s), corresponding in-laws, grandparents, grandchildren and legal guardians, or any relative living in the immediate household of the employee. The Board shall grant full-time employees sick leave provisions of twelve days at full pay each year. Sick leave days shall accumulate at the rate of twelve days per year less those days used each year to a maximum of two hundred forty days. A day of sick leave pay shall be in the same amount as a normal day's pay, not to exceed ten (10) hours. The yearly sick leave may be used by the employee at any time before it is actually earned. New employees will be credited with one day per month for each month worked and no time beyond that actually earned may be used during the first year of employment, July 1st through June 30th. On July 1st, after the start of employment, annual sick leave days will be credited to the employee's account. In the event of termination of employment, an adjustment will be made in the last paycheck if the employee has been paid for more sick leave than earned.

- A. All employees (or their designees) should call the Maintenance Office when they are sick and cannot work. This report should be made no later than three hours prior to the starting time of the employee's shift, unless the illness/injury or absence is of a sudden or emergency nature. A doctor's statement may be required by the District.
- B. A statement of sick days on account will be issued to each employee as of July 1st of each year. Legal holidays will not be counted as days absent when an employee is on sick leave. In such instances, employees shall receive holiday pay for the holiday.

Each employee will be allowed three consecutive days of sick leave in each fiscal year without a doctor's statement with the following exceptions: 1. a doctor's statement will be required whenever there is a question of the employee's ability to continue to perform his/her duties; and 2. a doctor's statement will be required when an employee's absences for illness, even for periods less than three consecutive days, are frequent and recurring. After three such days have been taken, a doctor's statement may be required by the Board in order for the absence to be compensated as paid sick leave. Such evidence must be provided by the employee no later than 5 working days after the employee returns to work.

If an employee uses no sick leave days during either the first six months or the second six months of the fiscal year (July 1 through December 31/ January 1 through June 30), the employee shall be paid the equivalent of one normal pay day at his/her straight hourly rate in effect at the time of payment. If an employee uses no sick leave days for the entire fiscal year, the employee shall receive the equivalent of one additional day's normal pay at the employee's straight hourly rate in effect at the time of payment. Payment shall be made no later than December 15, following the end of the fiscal year. Additionally, if during a given fiscal year an employee uses three or fewer sick leave days, he/she will be awarded his/her birthday off the following fiscal year.

Section 2. Family and Medical Leave Act (FMLA)

The SEIU and the Board agree to follow the Federal guidelines for FMLA. The District utilizes a rolling, 12-month calendar/work year for the purposes of FMLA. The District requires employees to use paid sick leave concurrently while on FMLA.

The following procedures are applicable to extended sick leave:

The Board may require medical evidence to grant any employee's request for extended sick leave. The form of such evidence will be determined by the Board on the basis of all the circumstances as the Board may from time to time determine.

In cases of serious illness or disability (as defined by the Family and Medical Leave Act, FMLA) where extended sick leave is anticipated, the employee will be granted paid sick leave, to the extent that such paid sick leave is available, upon written request (Request for Approved Absence form) supported by medical evidence satisfactory to the Board that the employee has become and/or continues to be disabled and unable to work due to specified conditions. Such request shall include an authorization for release of pertinent information by the employee's physician and will specify the anticipated duration of the disability. If it becomes necessary to extend the original leave beyond its anticipated duration, an additional written request shall be made, supported by medical evidence satisfactory to the Board. In any case where an employee is requesting extended sick leave, the Board shall be entitled to have the employee examined at Board expenses by a physician selected by the Board.

Section 3. Leave of Absence

A leave of absence without pay may be granted by the Board, upon written application, for justifiable reasons. No benefits will accrue or are payable during such leave of absence. Seniority shall accrue during such leave of absence.

Section 4. Bereavement Pay

If a death occurs in the immediate family of an employee, said employee is entitled to use up to three days of absence where necessary to attend the funeral. If unusual circumstances exist, a longer period of time may be granted by the Director of Human Resources and shall be deducted from sick leave or vacation time, whichever the employee elects. Members of the immediate family include parents, spouse, children, brother(s), sister(s), corresponding in-laws, grandparents, grandchildren and legal guardians, or any relative living in the immediate household of the employee.

Section 5. Personal Leave

The Board will grant three (3) personal leave days at full pay to each employee for personal business. Such leaves are non-cumulative and shall be arranged with the Assistant Foreman or Foreman on a Request for Approved Absence form. Except in extenuating circumstances, this day shall not be taken on days immediately prior to or following school holidays. In addition, personal leave before or after vacation leave shall not be granted unless pre-approved by the Director of Buildings and Grounds. If, at the conclusion of a given fiscal

year an employee has not used his/her personal leave days, the personal leave day shall be converted to additional sick leave days for that employee for the following year.

Section 6. Jury Duty

An employee called for jury duty shall be granted leave to fulfill such services at full pay. Pay for such jury duty may be retained for expenses incurred in the performance of such duty.

ARTICLE X: Holidays

Section 1. Holidays

The following days will be observed as paid holidays: provided they remain as District holidays as approved by the Board.

January 1	New Year's Day
January	Martin Luther King Jr. Day
February	President's Day
March or April	Spring Non-Attendance Day
May	Memorial Day
June	Juneteenth
July 4	Independence Day
September	Labor Day
October	Columbus Day
October	Fall Non-Attendance Day
November	Election Day (If Applicable)
November	Thanksgiving Day
November	Friday after Thanksgiving
December 24	Day before Christmas
December 25	Christmas Day
December 31	Day before New Year's Day

Section 2. Eligibility Requirements

To be eligible for holiday pay under this Article an employee must satisfy the following requirements:

- A. must have completed 30 days of employment with the District; and
- B. must have worked all scheduled hours on the scheduled workday immediately prior to the holiday and the scheduled workday immediately following the holiday, unless:
 1. the employee is on regular vacation during the time;
 2. the employee is on continued sick leave during the time; or
 3. the employee has a signed doctor's verification of illness on either of the two days described.

Section 3. Holiday Work and Pay

Holiday pay shall be computed by multiplying an employee's regular hourly rate by the number of hours normally scheduled per workday. For example, an employee normally scheduled to work eight (8) hours a day, will be paid eight (8) hours at his/her regular rate as holiday pay. An employee performing work on a holiday when school is not in session shall receive two times pay, or double time, for such hours providing he/she meets the eligibility requirement for such pay.

If a holiday occurs on a Saturday, it shall be observed on the preceding Friday; if a holiday occurs on a Sunday, it shall be observed on the following Monday.

Section 4. Holiday During Leave of Absence

Should an employee be on a leave of absence, other than sick leave or bereavement, he/she would not be entitled to holiday pay, if a holiday occurs during the period of the leave, regardless of the duration of the leave.

Section 5. Holiday During Vacation

If a holiday occurs during an employee's vacation, an extra paid day will be added to the employee's vacation time.

ARTICLE XI: Vacations

Section 1. Vacation Schedule

Each employee who has completed his/her probationary period shall be granted vacation with pay as follows:

<u>Length of Service as of Date of Hire</u>	<u>Vacation</u>
6 months but less than 1 year	. 833 day per full month worked
1 year but less than 5 years	10 days
5 years but less than 12 years	15 days
12 years and above	20 days

Vacations scheduled after the employee's anniversary date of hire are earned during the twelve (12) months immediately preceding that date.

Section 2. Vacation at Retirement

No pay in lieu of vacation will be granted except upon retirement. Retirees will be paid for accumulated vacation upon retirement not to exceed 20 days.

Section 3. Vacation Pay

For each week of vacation time, an employee shall receive vacation pay in an equal amount equal to the number of hours of his/her normal scheduled workweek times his/her regular hourly wage rate.

Section 4. Payment of Accrued Vacation Pay

An employee who resigns and whose resignation is approved by the Board shall be paid for accumulated vacation in the amount not to exceed 20 days.

Section 5. Vacation Schedules

- A. The Board agrees to continue the current practice regarding the selection of vacation schedules by seniority subject to the approval of the Director of Buildings and Grounds provided that vacations have been requested and approved by the Foreman or Assistant Foreman and the Director of Buildings and Grounds.
1. For vacations of one (1) or more weeks, at least two (2) calendar weeks advance notice/request must be made.
 2. For vacations of less than one (1) week, at least three (3) days advance notice/request may be made when (a.) the employee needs the days for emergency reasons, and (b.) no more than ten percent (10%) of the bargaining unit will be absent on the requested dates. Such approval will not be unreasonably denied. In such instances, the 10% limitation may be waived at the discretion of the Director of Buildings and Grounds.
 3. Vacation leave is not available nor shall be taken during the two (2) calendar weeks immediately prior to the start of the school year or during the one (1) calendar week immediately after the end of the school year, as shown on the official District calendar. The Director of Building and Grounds may waive this prohibition of vacation leave upon extenuating circumstances.

- B. The Foreman or Assistant Foreman of each campus shall post a master vacation sign-up sheet no later than April 15 of each year for the purpose of allowing employees to sign-up for vacation preferences during the summer and during, Winter Break and Spring Break of the following year. Vacation assignment shall be based on seniority with the normal excepted constraints on the number of employees off at one time; however, once an employee has been assigned a vacation for the following year on the list, it shall not be denied. For vacation time that has not been requested on the above list for the following year, Section A. applies. Such approval will not be unreasonably denied.

ARTICLE XII: Insurance Coverage

Section 1. Carrier

All insurance coverage under this section shall be outlined in the basic policies as issued by the insuring carrier for the Board and as provided to the Lyons Township High School Faculty Association. Co-pays will be identified in the Medical Plan Document. Employee and Board contributions for medical/dental insurance premiums for all plans offered, PPO and BlueChoice Select are below:

	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
Employee	22%	22%	22%	22%	22%
Board	78%	78%	78%	78%	78%

Section 2. Life Insurance

The Board shall provide each employee with insurance in the amount of one year's annual salary of Term Life Insurance and Accidental Death and Dismemberment Insurance. All life insurance terminates on the final day of employment. Life insurance commences on the first day of the month next following the date the employee commences work.

Section 3. Early Retirement Insurance

A retiree who has reached the age of fifty-seven (57) years with a minimum of twenty (20) years of experience with the District, or a retiree who has reached the age of sixty (60) years and who has accrued eight (8) years of experience in the district will receive \$3,000 per year for single, employee +1, or family insurance coverage until the employee reaches the age of sixty-five (65) years.

ARTICLE XIII: Grievance Procedure

Section 1. Definition

A grievance shall be defined as any dispute or difference of opinion raised by the Union or an employee against the Board as to the meaning, interpretation, or application of the express provisions of this Agreement.

Section 2. Procedure

To insure prompt settlement of any grievance, all grievances, in order to be timely, must be handled in strict accordance with the following procedures, which shall be the sole and exclusive means of resolving such disputes:

Step 1: To Assistant Foreman/Foreman

The employee must raise the grievance in written form with the Assistant Foreman/Foreman within ten (10) working days after the occurrence of the event giving rise to the grievance. A meeting of the Grievant, the Union Grievance Committee, and the Assistant Foreman/Foreman will be held at a mutually agreeable time, but no later than ten (10) working days after the written grievance is received.

Step 2: To Director of Business Services

If no settlement is reached in the Step 1 meeting, the employee may, within five (5) working days following said meeting, file a written appeal to the Director of Business Services who shall give an answer to said appeal within five (5) working days of the appeal.

Step 3: To the Director of Human Resources

If the Step 2 answer is not satisfactory, the employee may, within five (5) working days following receipt of the Step 2 answer, file a written appeal to the Director of Human Resources who shall give an answer to said appeal within five (5) working days of the appeal.

Step 4: To the Superintendent

If the Step 3 answer is not satisfactory, the employee may, within five (5) working days following receipt of the Step 3 answer, file a written appeal to the Superintendent who shall give an answer to said appeal within five (5) working days of the appeal.

Step 5: To Board of Education

If the grievance is not resolved at Step 4, then the Union may refer the grievance in writing to the Board's grievance committee within six (6) days after receipt of the written decision of Step 4. The full Board shall consider the grievance within thirty (30) days of the receipt of the Committee's recommendation. Step 5 shall not exceed forty-five (45) days after referral by the Union to Step 5. The Board shall then render its decision within ten (10) days after its consideration of the grievance and shall communicate in writing their decision to the Union. The Union may present a written brief to the Board, and may request an oral hearing on the grievance. If requested by the Union, a hearing will be conducted by the full Board or by a subcommittee of the Board, as the Board may designate. If requested by the Union the hearing shall be open to the public. The number of Union requests for such hearings will be reasonable.

Step 6: Arbitration

If the grievance is not settled in Step 5 and the Board's final answer is not satisfactory to the Union, the Union may appeal the grievance to arbitration by giving written notice of its desire to arbitrate to the President of the Board within fifteen (15) working days after the date of the Board's final answer in Step 5. If the grievance is appealed to arbitration, representatives of the Board and the Union shall meet to select an arbitrator. If the parties are unable to agree on an arbitrator within ten (10) working days after the Union has served its written notice upon the Board, the parties shall request the Federal Mediation and Conciliation Service (FMCS) to submit a list of arbitrators who are members of the National Academy of Arbitrators in accordance with their rules on labor arbitration. The arbitrator shall be notified of his/her selection by a joint letter from the Board and the Union requesting that he/she set a time and place for the hearing, subject to availability of the Board and Union representatives, and the letter shall specify right to amend, modify, nullify, ignore, or add to the provisions of this Agreement. He/She shall consider only the particular issue presented to him/her in writing by the Board and the Union, and decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The arbitrator may not award any relief retroactive to more than five (5) days prior to the filing of the grievance. The decision of the arbitrator shall be final and binding on the Board, the Union, and the employee or employees involved. The expenses of the arbitrator, including his/her fee, shall be shared equally by the Board and the Union.

Section 2. General Provisions

- a. **Work Hours:** If any steps of the grievance procedure are scheduled during the work hours of the grievant and/or the grievant's representative (if a District employee), such employees will be excused with pay for that purpose. Employees required by the District to attend an arbitration hearing during their working hours shall be excused from work with pay.
- b. **Bypass Steps:** If a grievance arises from the action of an authority higher than the immediate supervisor, the Union may present such a grievance at the appropriate steps of the grievance procedure.
- c. **Right to be Present:** The employee and his/her Union Representative have the right to be present at all steps of the grievance process.
- e. **Failure to Respond:** Upon failure of the Union to meet the time limits prescribed in this Article, the grievance shall be withdrawn. Upon failure of the District to meet the time limits prescribed in this Article, the grievance may be advanced to the next highest level.
- f. **Extensions:** All time limits may be extended only by mutual written agreement between the parties.

ARTICLE XIV: Discipline and Discharge

No employee shall be disciplined or discharged without just cause. The employer will give notice of a discharge to the Chief Steward or to a member of the Union Committee within one (1) working day after discharge, setting forth in summary form the reasons for discharge, but not necessarily a full explanation. A discharge grievance shall be filed in writing at Step 3 of the grievance procedure within three (3) working days after notice of discharge is received by the Chief Steward or a member of the Union Committee. In the event of written reprimand, or suspension, the employer will give a copy of the reprimand or notice of suspension to the Steward or to a member of the Union within one (1) working day after its issuance. Warnings for disciplinary notices may no longer be considered after three (3) years from the date of issuance.

ARTICLE XV: No Strike Provision

Section 1. No Strike

During the term of this Agreement neither the Union nor the employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, informational picketing, sympathy strike, concerted stoppage of or refusal to perform work or any other intentional interruption of work or interference with work by this unit of employees of District #204. In the event that an employee or group of employees shall participate or engage in any of the activities herein prohibited, the Union agrees, immediately upon being notified by the Board, to direct such employee or group of employees to cease such activity and resume work at once. The Board shall have the right to discharge or otherwise discipline any employee who engaged in any of the activities prohibited by this Article.

Section 2. No Lockouts

The Board agrees that it will not institute a lockout.

ARTICLE XVI: General

Section 1. Approval of Employment and Promotions

To be effective, employment and promotions must be approved by the Director of Business Services, Superintendent, and the Board.

Section 2. School Code

It is understood and agreed that all provisions herein are subject to the provisions and requirements of the Illinois School Code, the Statutes pertaining to State employees and other Statutes of the State of Illinois. It is further agreed that any provision held or found to conflict with the law or regulations relating thereto, shall not be binding on either party.

Section 3. Health Requirement

As a condition of employment, a new employee must have a physical examination and submit to the Board a satisfactory health report before starting to work, including a tuberculosis test. Any employee returning from a medical leave of absence may be required to submit a physical examination by a District selected physician at District expense.

Section 4. Credit Union

Credit Union membership is available to eligible employees through the Local No. 73 Credit Union. Payroll deductions are available if requested.

Section 5. Medical Services

Employees must report any injury at once to the Assistant Foreman or Foreman in charge. All employees are covered under Workmen's Compensation Insurance.

Section 6. Uniforms

Employees are furnished uniforms by the Board at no cost to the employee. These uniforms are to be worn when on duty. In general, uniforms are not to be worn off duty; however, traveling times and necessary stops to and from work, are exceptions to this rule. The District will purchase five (5) uniforms for each employee the first year. These uniforms will first be made available at the end of the probationary period.

Employees will receive up to five (5) t-shirts and three (3) pairs of shorts for summer work every other year. If an employee damages a summer uniform, he/she shall have the right to get a replacement uniform if needed. Summer uniforms shall be allowed to be worn after the regular school session lets out until the regular school session starts near the end of August.

Maintenance and Grounds employees will be reimbursed in an amount not to exceed \$200 per twelve-month period for the purchase of safety shoes. Employees will need to provide receipts of their purchase for reimbursement, and will be required to wear safety shoes.

Section 7. Personnel Records

Each employee shall have the right, upon request, to review the contents of his/her own personnel file excluding confidential portions. A representative of the Union may, at the request of the employee, accompany the employee in his/her review.

Section 8. Payroll Procedures

Payday will be on the 5th and the 19th of each month. Should the payday fall on a holiday or weekend, payday will be the last working day prior to such holiday or weekend. In the event of termination of employment, wages earned up to the time of termination will be mailed at the next payday.

Section 9. Safety Committee

A building safety committee shall be established at each campus. At least one (1) member shall be a representative of the Board. Meetings shall be held as needed.

Section 10. Meetings

Employees may be permitted to attend meetings beneficial to the Board. Prior approval of the Director of Business Services is required.

Section 11. Distribution of Agreement

A copy of this Agreement is to be given to each employee by the Union Steward. Each employee is to sign a receipt for same.

ARTICLE XVII: Union Meetings, Business and Titles

Section 1. Union Bulletin Boards: A glass-enclosed bulletin board will be provided for Local 73 members at each building and the Steward will retain custody of the key. Notices placed on the Board shall be of an educational nature pertaining to Union Business.

Section 2. New Employees: The District shall permit a Union Steward one (1) hour to meet with a new employee to answer questions he/she may have about being in a Union. The date and time of the meeting will be determined collectively between the Director of Buildings and Grounds and the Union. The District will provide new employees a copy of the Union contract in its orientation materials. In addition, the Union Agreement will be available for viewing on the District website.

Section 3. Stewards: The Union will notify the District in writing of the names of the Union Stewards selected to represent its members. Any changes to Union Stewards will be promptly communicated to the District. When Union-related business is scheduled by the District during the Stewards' work hours, the Union Stewards shall be allowed to conduct Union business during these work hours without loss of pay. Union business may consist of grievance meetings, District investigations of employees, labor-management meetings and contract negotiations.

Section 4: Union Meetings: Two (2) Union meetings can be held each year during normal business hours. These meetings can be held for a period of one (1) hour each and require three days' written notice to the District's Director of Buildings and Grounds. This written notice applies to Union elections, as well. All other Union meetings are to be held outside of school hours.

Section 5: Labor/Management Meetings: A joint labor/management meeting will be scheduled on a quarterly basis, (or more frequently, upon mutual agreement) as agreed by both parties. The purpose of the meetings will be to address any non-grievance related issues, including staff development and training issues and maintaining good communication between the parties. The committee will consist of five union members selected by the Union as follows:-one (1) custodian and one (1) maintenance person from each campus, one (1) grounds person, and one (1) SEIU representative; the Director of Buildings and Grounds, (1) the building foremen, two (2) assistant foremen , and up to three (3) administrators.

Section 6. Access to District Facilities and Grounds: The Board agrees that SEIU Local No. 73 C.T.W. representatives shall have reasonable access to its facilities and grounds within the following parameters:

- 1) advance notice of at least two hours and approved by the Director of Buildings and Grounds and/or Foremen; for 2nd and 3rd shift visits, supervisors will be notified.
- 2) advance notice shall include the purpose of the visit and approximate length of visit;
- 3) the visit shall be with a union steward, or in the case of a grievance with the grievant;
- 4) visit shall occur during lunch and/or break periods; and

- 5) visits shall occur on average over the course of a work year (July 1- June 30) no more than twice per month.

ARTICLE XVIII: Description of Appendices

The following Appendices shall become a part of this Agreement:

Appendix A. Wage Scale;

Appendix B. Administrative Rules and Regulations;

Appendix C. Job Descriptions (The duties and descriptions contained herein reflect the general details considered necessary to describe the principal functions of the job identified, and shall not be construed as a detailed description of all of the work requirements that may be inherent in the job.); and

Appendix D. Memorandum of Understanding.

ARTICLE XIX: Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning wages and terms and conditions of employment for its term. The parties hereby agree that this Agreement terminates and supersedes any and all prior agreements and practices, policies, rules, or regulations concerning any subject, whether covered by this Agreement or not; however, the parties may at any time amend this Agreement in writing by mutual consent.

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 or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the duration of this Agreement, each voluntarily and unqualified waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XX: Duration

This Agreement shall continue in full force and effect until June 30, 2027.

IN WITNESS WHEREOF, the parties hereto, acting by their respective duly authorized representatives, have executed and delivered this Agreement on Sept 19, 2022.

BOARD OF EDUCATION OF
LYONS TOWNSHIP HIGH SCHOOL
DISTRICT 204, COOK COUNTY

By

Kasey A. Silloni
President

Michael Thomas
Secretary

SERVICE
EMPLOYEES' INTERNATIONAL
UNION, LOCAL NO. 73 C.T.W.

[Signature] 10/3/22

[Signature] 9/28/22

Appendix A: Wage Schedule

WAGE SCHEDULE

SEIU Local 73 and LTHS Board of Education Wage Settlement

2022-23 through 2026-27

Increase			4.00%	3.75%	3.75%	3.50%	
			FY23	FY24	FY25	FY26	FY27
Starting/New Hires							
Custodian			23.61	24.55	25.48	26.43	27.36
Grounds			24.01	24.97	25.91	26.88	27.82
Maintenance			28.55	29.69	30.81	31.96	33.08
Receiving/Driver			24.62	25.60	26.56	27.56	28.53

	Increase			4.00%	3.75%	3.75%	3.50%
	FY22		FY23	FY24	FY25	FY26	FY27
Existing Staff							
Custodian	20.61		23.86	24.81	25.74	26.71	27.65
Custodian	20.96		24.21	25.18	26.12	27.10	28.05
Custodian	22.07		25.32	26.33	27.32	28.34	29.34
Custodian	23.45		26.70	27.77	28.81	29.89	30.94
Custodian	24.95		28.20	29.33	30.43	31.57	32.67
Custodian	33.97		35.33	36.74	38.12	39.55	40.93
Grounds	21.01		24.26	25.23	26.18	27.16	28.11
Grounds	21.38		24.63	25.62	26.58	27.57	28.54
Maintenance	25.55		28.80	29.95	31.08	32.24	33.37
Maintenance	25.98		29.23	30.40	31.54	32.72	33.87
Maintenance	28.60		31.85	33.12	34.37	35.65	36.90
Maintenance	37.58		39.08	40.65	42.17	43.75	45.28
Receiving/Driver	35.47		36.89	38.36	39.80	41.30	42.74

Pay increases are from left to right, horizontally, with no downward/vertical movement.

Employees who are acting or in a lead position shall receive an additional \$2.75 per hour for all hours worked in the lead capacity. Lead pay will only be authorized if the assistant foremen is absent four or more hours or at the discretion of the Superintendent/Designee.

Individuals assigned to the Lead position will be determined at the sole discretion of the Director of Buildings and Grounds.

Appendix B: Administrative Rules and Regulations

Custodians' and Maintenance and Grounds Employees' Responsibilities and Duties **Job Performance Code**

The following rules and regulations govern the work performance and conduct of District Buildings and Grounds personnel and will be used to deal with all violations of departmental policies, procedures, and guidelines. Rules and regulations are divided into three (3) broad categories:

Group 1 Infractions:

- a. Tardiness (See General Guidelines),
- b. Unauthorized stopping of work before regular quitting time,
- c. Interfering with other employees on the job,
- d. Three oral warnings for violation of generally accepted standards of conduct while on duty,
- e. Punching in or out for a fellow employee,
- f. Failure to notify one's supervisor of an absence.

Penalty

Violation or infraction of Group 1 rules calls for a written warning on all offenses. Following the first violation of Group 1 rules within any 12-month period, a conference will be held with the Building Manager to discuss corrective action. Following the second violation of Group 1 rules within 12 months of the first violation, a conference will be held with the Director of Business Services. With the third violation of Group 1 rules within 12 months of the first violation, an employee will be subject to suspension without pay for a period up to and including ten (10) days. Any further violation of Group 1 rules within 12 months of the first violation will result in dismissal. Repeated violations of a particular Group 1 rules may require immediate dismissal.

Group 2 Infractions:

- a. Reckless or unsafe operation (i.e., exceeding speed limits, operating a vehicle in a manner which could result in injury or destruction of property) of school vehicles and equipment,
- b. Operation of school vehicles and equipment without an authorized license or certificate,
- c. Removal of safety devices without authorization or failure to replace a safety device after it has been removed,
- d. Unsafe acts which lead to the injury of another employee,
- e. Loitering or loafing during working hours (i.e., extending one's break time or lunch hour),
- f. Posting or removal of notices or signs on bulletin boards on school property without permission of the Director except in assigned areas

- g. Engaging in solicitations for any purpose during working time or distributing literature of any type during working time or at any time while in a work area,
- h. Leaving work early without permission,
- i. Engaging in horseplay, throwing things or practical jokes,
- j. Sleeping during working hours,
- k. Intentionally wasting materials or supplies,
- l. Concealing defective work,
- m. Excessive absenteeism (see General Guidelines),
- n. Misuse of timekeeping methods or facilities by intentionally punching the time card of another employee or altering or falsifying time sheets, cards or other records,
- o. Smoking in prohibited areas,
- p. Violating District security rules and regulations,
- q. Unsatisfactory or inadequate performance of an assigned task or work in a section.

Penalty

Violation or infraction of any Group 2 rule calls for a written warning and a conference with the Director of Business Services upon the first offense. A second violation of any Group 2 rule within 12 months of the first violation may result in employee's suspension without pay for a period up to and including ten (10) days. Any further violation of group 2 rules within 12 months of the first violation will result in dismissal. Further, nothing in these rules and regulations is intended to prevent the District from immediately terminating an employee for his/her first Group 2 infraction depending on the severity of the offense.

Group 3 Infractions:

- a. Absence for 3 consecutive days without approval or failure to report back to work on the agreed upon time without notification to the Director,
- b. Refusal to use approved personal protective equipment where required,
- c. Threatening, intimidating, coercing or provoking a fight with another employee,
- d. Exhibit insubordination by addressing abusive, profane, or obscene remarks to a supervisor or willful refusal or failure to follow the instructions of a supervisor,
- e. Possessing, drinking or being under the influence of alcoholic beverages within the school at any time,
- f. Possessing, using or being under the influence of drugs (controlled substances) or narcotics, other than those taken under doctor's orders, within the school at any time,
- g. Steal remove or be in unauthorized possession of District property (i.e., taking District property home for personal use without prior authorization) or another person's personal property,
- h. Destruction or damage to school property, tools, machines or equipment, or damage or destruction to the property of another employee,
- i. Falsifying employment records (i.e., educational background or work record),
- j. Falsifying work or personnel records or other data requested by the administration,

- k. Immoral conduct or indecency on school property (i.e., inappropriate sexual conduct or reading pornographic literature),
- l. Possession or use of weapons of any kind, such as firearms, knives, and/or other devices specifically designed to inflict injury,
- m. Intentionally restricting production and/or performance of duties (i.e., sabotaging District equipment to decrease production; instigating work slowdown),
- n. Mistreat or abuse students, visitors or other personnel in any manner, including loud, abusive, insolent, or rude behavior, sexual harassment, and/or sexist, racial or ethnic slurs,
- o. Misuse of confidential or proprietary information (i.e., reading confidential documents or memoranda),
- p. Engage in illegal gambling while on duty or on school premises (i.e., card or dice games for money),
- q. Conviction of a State or Federal felony or plea of nolo contendere, regardless of whether the offense occurred on duty or on school premises.

Penalty:

Violations or infractions of Group 3 rules call for immediate dismissal. These are the most serious of all work-related offenses.

GENERAL GUIDELINES

The categories or rules are not intended to be all inclusive. They do, however, provide guidance on school policy with respect to any other violation of good conduct which may occur.

Absences

We realize that there are times when illness, personal misfortune and other adversity will occur . . . when an employee will need time off from work. If such time off is needed, the supervisor is to be notified as soon as possible. It is the employee's responsibility to keep his/her supervisor informed when he/she is going to be absent.

Excessive Absenteeism

Excessive absenteeism is defined as two unauthorized absences in a twelve-month period. Some absences might last two (2) or more consecutive days and will be counted as one (1) absence. Excessive absenteeism is considered a Group 2 infraction. The third unauthorized absence within 24 months of the first violation will result in a disciplinary action up to and including discharge. Before an employee is discharged for excessive absenteeism, the District will review the employee's entire attendance record with the Union to make certain the action is warranted and understood. If an employee is absent for four (4) or more hours during any part of his/her scheduled shift, it will be treated as a full absence.

ABSENCES WHICH ARE CONSIDERED AUTHORIZED ARE LIMITED TO THE FOLLOWING:

1. Sickness/death in one's immediate family as per the collective bargaining agreement,
2. Jury duty,
3. When summoned as a witness to a civil or criminal action or a scheduled court appearance,
4. Time lost due to an on-the-job injury,
5. Holiday time,
6. Vacations,
7. Board approved leaves of absence,
8. Personal time.

Tardiness

Tardiness is defined as being late for work or reporting late to one's station four (4) times in any six month period.

Employees who report for work after the start of their shift are required to report to their supervisor before starting work.

Employees reporting to work late will be counted as tardy for up to four (4) hours of the shift. Beyond four (4) hours will be counted as an absence.

Warnings

All offenses will carry with it a written warning. The employee will meet with the supervisor to review the warning and receive instructions on how to correct the situation in question. It is the intent of the administration to correct disruptive situations that occur with the policy of personal review and instruction.

Disciplinary review

All disciplinary action taken in connection with violations of rules which would result in discharge will be reviewed by the Director of Personnel or his/her designee within five (5) working days of the disciplinary action.

ABSENTEEISM PROCEDURES FOR BUILDINGS AND GROUNDS STAFF

I. Introduction

The Board of Education has established attendance standards to promote an efficient work environment and to provide appropriate staffing levels to insure effective operation of all District departments and functions. Regular and prompt attendance is required to assure that the educational needs of students are served and the business of the District is carried on with minimal disruption or delay.

This Absenteeism Procedure is intended to be used to encourage staff members to engage in regular work attendance and avoid excessive absenteeism. It is intended to operate as a corrective process which provides advanced notice of a problem with absenteeism.

Identification of an absenteeism problem excludes from consideration absences due to a "serious health condition" according to the Family and Medical Leave Act of 1993. An absenteeism problem demonstrated by sporadic, intermittent use of leave is identified by the tracking of incidents. An incident of absence is counted for each occurrence of one or more consecutive days or half days of absence involving sick or other non-paid, unexcused leave.

This Absenteeism Procedure relies upon procedures for verification of illness by a health care provider. Such procedures are intended to be used by a staff member to demonstrate that an identified absenteeism problem is being corrected. Excluding illness due to a "serious health condition" according to the Family and Medical Leave Act, absenteeism after a staff member has exhausted all accumulated leave shall result in progressive discipline.

Encouragement of regular attendance shall include recognition of staff members who accomplish perfect attendance in a school year.

II. Definition of Terms

- a. Absence - not being present at work due to illness or for unexcused absences for which salary will not be paid. For purposes of this definition, this term SHALL NOT include absences due to (1) those reasons found in the federal Family and Medical Leave Act, (2) injuries incurred during an assault which occurs while an employee is performing employment duties, (3) a leave of absence in connection with injuries under the Illinois Worker's Compensation Act, (4) vacation time, (5) paid holiday time, (6) personal time, (7) bereavement, (8) jury duty, or (9) a Board approved leave of absence.
- b. Incident- one or more consecutive work days, or parts of work days of a half-day or more, of non-attendance due to illness or for other paid or non-paid, unexcused reasons.
- c. Excessive Absenteeism- a form of misconduct which, minimally, establishes cause for a staff member to be required to provide verification of illness by a health care provider for subsequent uses of sick leave. Excessive absenteeism combined with other factors may also lead to progressive discipline as indicated in this policy in part IV. Exclusions. See also specific measures for identifying excessive absenteeism below in part III. Policy Implementation.
- d. Progressive Discipline- progression of disciplinary steps which may be used to correct attendance problems over time as they arise. Generally, this progression may include a verbal warning, a written reprimand, suspension without pay, and discharge.

III. Implementation

1. Excessive absenteeism shall be identified as more than ten (10) separate absence incidents within one (1) work year beginning July 1 and ending June 30. Any absence which has been qualified by a health care provider as due to a "serious health condition" under the Family and Medical Leave Act shall be excluded from the process of tallying incidents. Staff members are to submit FMLA Form WH-380, Certification of Health Care Provider, to establish that absences were due to a "serious health condition". Forms can be obtained by contacting the Human Resources Office.
2. Identification of staff members who have demonstrated excessive absenteeism shall be completed by September 30 following the end of the work year on June 30. Written notification of a finding of excessive absenteeism shall also be communicated by September 30. A copy of the written notification shall be placed in the identified staff member's individual personnel file. The notification shall not, by itself, be considered the initiation of progressive discipline unless there are circumstances otherwise documented which are covered in this policy under Part IV. Exclusions. The copy of the written notification shall be removed from the personnel file, upon the written request from the staff member, no sooner than September 30 of the work year following a year in which the staff member was not involved in a finding of excessive absenteeism as described above.
3. The work year following the year of a finding of absenteeism is an "Absence Improvement Year" for the staff member. During this year, a verification of illness from a health care provider shall be required for all use of sick leave days subsequent to eight (8) sick leave days used. Use of personal leave days is excluded from this procedure in addition to the days of non-attendance excluded in the above definition of ABSENCE.
4. Failure to provide a required verification of illness in accordance with this policy during an Absence Improvement Year shall result in a loss of pay for the day(s) absent. Progressive discipline may also be initiated under circumstances covered under Part IV. Exclusions. The verification of illness is required within five(5) working days of the date of the staff member's return to work.
5. During the Absence Improvement Year, a staff member taking leave after exhausting all accumulated leave shall be subject to progressive discipline. Progressive discipline shall be based on incidents of absence which occur after leave days are exhausted as follows:
 - One (1) incident - written warning,
 - Two (2) incidents - written reprimand,
 - Three (3) incidents - suspension without pay,
 - Four (4) incidents - discharge for cause.
6. The District will communicate information about the services of an Employee Assistance Program in order to provide support to employees who have demonstrated difficulties with excessive absenteeism.

IV. Exclusions

Nothing in this Policy shall prohibit the Board or the Administration from disciplining employees for other reasons relating to the use of paid or unpaid time off. Such reasons may include, but not by way of limitation, failure to report or notify the supervisor of absence, tardiness, leaving work early without permission, job abandonment, pattern absences (i.e. those involving absence before and/or after a holiday or payday or weekend), or failure to provide a required verification of illness as allowed by the Illinois School Code. In such cases, the employee may, if determined appropriate by the Board or Administration, be subject to progressive discipline, provided, however, that nothing contained in this Policy shall require the Board or Administration to exhaust any or all of the progressive disciplinary steps once it is determined that discipline is necessary.

Appendix C: Job Descriptions

Lyons Township High School District 204

JOB DESCRIPTION,

QUALIFICATIONS

and

PERFORMANCE RESPONSIBILITIES

FOR JOB TITLE: Custodian
TERM: Twelve Months
REPORTS TO: Supervisor, Buildings & Grounds

JOB GOAL: The Custodian shall perform all custodial and housekeeping duties, inside and outside the building, as directed by supervision. Duties shall include housekeeping an assigned custodial route, operating equipment, completing facility preparations/setups for school and community events, repairing building furnishings, operating district motor vehicles and reporting unsafe conditions or other situations requiring maintenance staff attention.

QUALIFICATIONS:

- High School Diploma or General Education Diploma preferred.
- Ability to complete manual labor tasks and use common hand tools.
- Ability to read and understand or interpret work orders.
- Ability to lift items 75 pounds or greater 12 inches off of floor, walk, climb, balance, kneel and other similar physical actions.
- Experience in the operation, care and cleaning of tools and equipment necessary to perform housekeeping duties.
- Such alternatives to the above qualifications as the Board may find appropriate and acceptable.

PROBATIONARY PERIOD: Six months

PERFORMANCE RESPONSIBILITIES:

- Reliably perform housekeeping tasks for a custodial route as assigned.
- Provide facility preparation/setup services for school or community organizations.
- Secure rooms daily according to operating standards, including closing windows, turning off lights, air conditioning units, and other classroom or office equipment.
- Stock and supply custodial carts and closets.
- Operate all floor care machines skillfully and efficiently.
- Accurately follow procedures for safe use, handling and storage of cleaning chemicals.
- Provide services related to uses of facilities as required during athletic events.
- Assist maintenance staff with large projects as necessary.
- Report all unsafe conditions or situations requiring maintenance or repair, as they are observed, to supervision.
- Move furniture and relocate equipment as necessary for plant operation.

- Restock paper supplies prior to supplies being depleted in areas as assigned.
- Assist with outdoor maintenance tasks, including snow removal and other grounds maintenance as necessary.
- Replace light bulbs and ceiling tiles as necessary; excluding jobs requiring scaffolding.
- Perform other duties or services as assigned which are related to building operations and maintenance.

12/2003

**Lyons Township High School District 204
JOB DESCRIPTION,
QUALIFICATIONS
and
PERFORMANCE RESPONSIBILITIES**

FOR JOB TITLE: Lead Custodian
TERM: Twelve Months
REPORTS TO: Supervisor, Buildings & Grounds

JOB GOAL: See Custodian Job Description.
Additional:
Perform non-supervisory direction of other Custodial staff for the effective and efficient accomplishment of housekeeping tasks and daily setups for various events.

QUALIFICATIONS: See Custodian Job Description

PROBATIONARY PERIOD: Not applicable for the 'Lead' designation which is subject to change without prior notice as deemed appropriate when, exclusively in the opinion of the administration, a change is in the best interests of the District (notwithstanding Article VI of Local No. 73 Agreement).

PERFORMANCE RESPONSIBILITIES:
See Custodian Job Description. Additional:

- Coordinate housekeeping duties and regular activities of Custodial staff, according to general directions from supervision.
- Effectively communicate with persons representing student or community groups regarding special event setups or other uses of facilities.
- Assure adherence by Custodial staff to safety standards and proper use of equipment.
- Advise supervisory staff regarding any problems as they may occur which disrupt normal time lines for completion of daily housekeeping functions.
- Initiate work orders as appropriate outcomes of communications with Custodial staff.
- Monitor accurate timekeeping by Custodial staff during assigned shift.
- Perform other duties or services as assigned which are related to coordinating work orders for building operations and maintenance.

Lyons Township High School District 204

JOB DESCRIPTION,

QUALIFICATIONS

and

PERFORMANCE RESPONSIBILITIES

FOR JOB TITLE:

Maintenance

TERM:

Twelve Months

REPORTS TO:

Director of Buildings and Grounds (North Campus)
or Day Foreman (South Campus)

JOB GOAL:

To perform repairs, installations of equipment, preventative maintenance tasks, remodeling and facilities improvement projects as required to serve the various functions within the Buildings and Grounds department.

QUALIFICATIONS:

- High School Diploma or General Education Diploma preferred.
- Formal training related to maintenance of buildings and grounds including union apprenticeship, employer-provided training program or other certification program from an accredited institution for development of trade-related work skills (i.e. plumbing, electrical, carpentry).
- Two years verifiable work experience with building maintenance and operations responsibilities.
- Valid Illinois vehicle driver's license.
- Experience demonstrating skills related to implementation of building improvement or repair projects.
- Ability to lift items 75 pounds or greater 12 inches off of floor, walk, climb, balance, kneel and other similar physical actions.
- Such alternatives to the above qualifications as the Board may find appropriate and acceptable.

PROBATIONARY PERIOD: Six months

PERFORMANCE RESPONSIBILITIES:

- Demonstrate ability to repair and maintain all applicable building systems.
- Calibrate valves and controls for all HVAC equipment.
- Perform preventative maintenance for all mechanical equipment.
- Repair building equipment and machinery.
- Service all electrical apparatus and re-lamp all fixtures.
- Service all plumbing fixtures and systems.
- Replace broken windows and glass around the buildings.
- Complete assigned painting projects.
- Operation, repair and maintenance of fire alarm, sprinkler and related equipment.
- Carpentry including cabinet construction, and door, window, locker and other repairs.
- Operate and repair swimming pool controls.
- Perform other duties or services as assigned which are related to building operations and maintenance.

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Lyons Township High School District 204

**JOB DESCRIPTION,
QUALIFICATIONS
and
PERFORMANCE RESPONSIBILITIES**

FOR JOB TITLE:	Lead Maintenance
TERM:	Twelve Months
REPORTS TO:	Director of Buildings and Grounds
JOB GOAL:	See Maintenance Job Description. Additional: Perform non-supervisory direction of other Maintenance and Custodial staff for the effective and efficient accomplishment of work orders.
QUALIFICATIONS:	See Maintenance Job Description
PROBATIONARY PERIOD:	Not applicable for the 'Lead' designation which is subject to change without prior notice as deemed appropriate when, exclusively in the opinion of the administration, a change is in the best interests of the District (notwithstanding Article VI of Local No. 73 Agreement).
PERFORMANCE RESPONSIBILITIES:	See Maintenance Job Description. Additional:
	• Initiate the coordination of work to complete work orders by communicating work order assignments to Maintenance and Custodial staff. • Track progress of work orders. • Advise supervisory staff regarding any problems as they may occur which disrupt normal time lines for completion of work orders. • Communicate with staff in all departments as needed to respond to operational necessities and problem-solving which rely on the Buildings and Grounds department, and initiate work orders as appropriate outcomes of such communications. • Perform other duties or services as assigned which are related to coordinating work orders for building operations and maintenance.

**Lyons Township High School District 204
JOB DESCRIPTION,
QUALIFICATIONS
and
PERFORMANCE RESPONSIBILITIES**

FOR JOB TITLE: District Driver
TERM: Twelve Months
REPORTS TO: Director of Buildings and Grounds

JOB GOAL: Reliably and efficiently make deliveries and pickups of materials in various locations throughout the local community and, as may be required, throughout the northern Illinois region. Operate District trucks and other vehicles for snow plowing, hauling and other purposes as assigned. Also see job goal in the Custodian job description.

QUALIFICATIONS: See Custodian job description.
Additional:

- Valid Illinois Driver's License with an acceptable driving record according to Motor Vehicle Registration records.
- Ability to skillfully drive trucks and other District vehicles, plow snow, and avoid damage to property or persons.

PROBATIONARY PERIOD: Six months

PERFORMANCE RESPONSIBILITIES:

See Custodian job description regarding duties to be assigned in lieu of driving-related duties.
Additional:

- Pick-up and deliver all U.S. mail.
- Reliably deliver materials of extreme importance to members of the Board of Education, superintendent, attorneys, legislators or other school officials.
- Pick-up and deliver inter-school communications and mail, including LADSE.
- Pick-up and deliver materials to associated elementary schools within the District.
- Make bank deposits and withdrawals as directed by Business Services staff members.
- Pick-up and deliver materials to the Lyons Township Treasurer's Office.
- Coordinate all repairs to vehicles, including ensuring all scheduled maintenance.
- Plow parking areas in winter and shovel sidewalks as required.
- Substitute for the Shipping and Receiving Clerk as required.

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**Lyons Township High School District 204
JOB DESCRIPTION,
QUALIFICATIONS
and
PERFORMANCE RESPONSIBILITIES**

FOR JOB TITLE: Shipping and Receiving Clerk
TERM: Twelve Months
REPORTS TO: Director of Buildings and Grounds or Building Foreman

JOB GOAL: Receive, store and distribute materials delivered to the District, maintain accurate records of all shipping and receiving activities and effectively communicate with staff members regarding expected shipments or deliveries. Also see job goal in Custodian job description.

QUALIFICATIONS: See Custodian job description.
Additional:

- Ability to effectively maintain record keeping and filing systems necessary for linking shipping and receiving activities to purchase order processing and inventory control.
- Effective communication skills necessary to cooperatively work with staff members and address concerns about shipping and receiving activities.
- Valid Illinois Driver's License with an acceptable driving record according to Motor Vehicle Registration records.
- Ability to drive trucks, forklifts and other District vehicles and avoid damage to property or persons.

PROBATIONARY PERIOD: Six months

PERFORMANCE RESPONSIBILITIES:

See Custodian job description regarding duties to be assigned in lieu of duties related to Shipping and

Receiving. Additional:

- Receive materials purchased by the District according to packing slips and purchase orders, store the materials temporarily and deliver the materials to various departments.
- Properly file, copy, forward and otherwise process documents related to shipping and receiving activities, including purchase orders, packing slips and all forms of receipts.
- Maintain inventories of supplies, including planning to meet regular requests plus safety stock.
- Prepare U.S. Mail for processing by the Post Office.
- Receive, store and distribute custodial supplies, including delivering supplies to custodians' closets and sending supplies to each campus as required.
- When requested, repackage items to be returned or to be sent for repairs.
- Pick up various items at local stores as needed by maintenance staff members to complete various jobs.
- Receive, assemble and deliver furniture to designated rooms or offices.
- Receive and store used furniture at both campuses.
- Organize the storerooms to allow materials to be located efficiently.

- **Substitute for the District Driver as required.**

9/2004

**Lyons Township High School District 204
JOB DESCRIPTION,
QUALIFICATIONS
and
PERFORMANCE RESPONSIBILITIES**

FOR JOB TITLE: Groundskeeper
TERM: Twelve Months
REPORTS TO: Director of Buildings and Grounds or Building Foreman

JOB GOAL: Maintain all school grounds and athletic fields, including scheduling of watering, fertilizing, insecticide and related activities. Respond to grounds preparations for athletic events. Also see the job goal in Custodian job description.

QUALIFICATIONS: See Custodian job description.

Additional:

- Knowledge of the equipment and operating procedures related to grounds keeping.
- Ability to make minor repairs to grounds keeping equipment, including small engine repairs.
- Ability to plan a schedule of activities for effective maintenance of plant material.
- Must possess valid Illinois license to apply herbicides and pesticides.

PROBATIONARY PERIOD: Six months

PERFORMANCE RESPONSIBILITIES:

See Custodian job description regarding duties to be assigned in lieu of duties related to Grounds Keeping.

Additional:

- Reliably maintain all school grounds and exterior facilities, including lawns, parkways, parking lots, sidewalks, storage facilities and related exterior spaces.
- Trim and prune all shrubs and bushes to maintain an attractive appearance and the health of the plant material.
- Plow and shovel snow from all parking areas and sidewalks.
- Mow, trim and fertilize all fields and lawns.
- Line and prepare athletic fields for competition.
- Perform outside cleanup after athletic and other school events.
- Adjust, maintain and repair all maintenance equipment and machinery related to grounds keeping.
- Assist in delivering materials or equipment between campuses as required.
- Assist custodial or maintenance staff members with various tasks as required.

JOB TITLE: Floater

REPORTS TO: Building Manager or Night Foreman

FLOATER

A vacant floater position will be posted and filled by the most senior qualified bargaining unit member who applies for the job. If no employee volunteers for the position of floater, then the least senior custodian on the campus will be assigned to that position. When a floater assumes the responsibilities of a particular position, he/she will receive the respective pay for that position.

PERFORMANCE RESPONSIBILITIES:

1. Maintain floors (hallways) throughout the school through proper machine operation and product usage.
2. Fill in for vacant custodial, grounds, receiving and driver positions as pre-arranged between the Building Manager and employee (i.e. vacations, personal days, sick leave, jury duty, etc. with prior notice) and should be familiar with these individual sections and duties.
3. When filling in for a position other than custodial, the floater will be paid at that position's rate of pay.
4. Troubleshoot any problems or fill immediate needs at direction of the Building Manager/Night Foreman (set-ups, cleanups, night school needs, etc.).
5. Perform housekeeping duties in areas as assigned, based upon needs identified by management.
6. Assist in other areas as assigned by the Building Manager.

Note: Floater position maximum: Two (2) per campus

Appendix D: Memorandum of Understanding

The Union and District agree that Enrique Tellez will not be required to obtain a valid Illinois license to apply herbicides and pesticides while employed by the District in the role of Groundskeeper.