



AGREEMENT BETWEEN THE
BOARD OF EDUCATION OF DISTRICT 205
COOK COUNTY, ILLINOIS
AND THE
BUILDINGS, GROUNDS AND MAINTENANCE EMPLOYEES
OF THE
UNION OF SUPPORT STAFF – IEA/NEA

JULY 1, 2015
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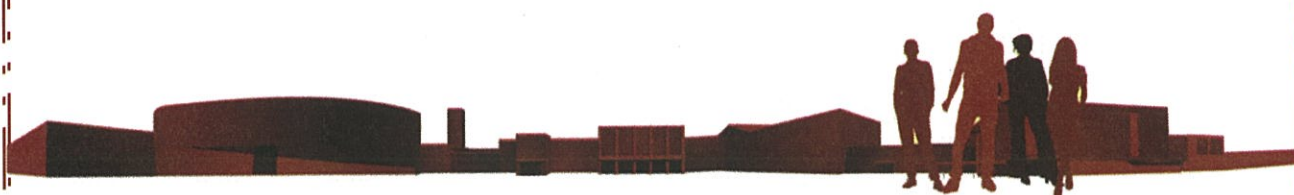


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ARTICLE 1

RECOGNITION

Section 1.1 – Agreement

The Board of Education of School District No. 205, Cook County, Illinois, hereinafter referred to as the "Board," hereby recognizes the Union of Support Staff-IEA/NEA, hereinafter referred to as "U.S.S." or the "Union" as the sole and exclusive negotiating agent for all buildings, grounds and maintenance employees employed by District No. 205.

Such representation will exclude all clerical employees, paraprofessionals, food service employees, professional employees, supervisors, managerial employees, confidential employees, short-term employees, student employees, HVAC employee and craft employees as defined by the IELRB. The term "employee" in the Agreement will refer to all employees represented by the U.S.S.-IEA/NEA in the bargaining unit as previously defined.

Section 1.2 – Recognition

The Board agrees not to negotiate with any other organization purporting to represent employees defined in Section 1.1 above or with individual employees within the bargaining unit with regard to negotiated items provided in this Agreement.

Section 1.3 – Fair Share

- A. Each employee, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, will join the Union or pay a fair share fee to the Union equivalent to the amount of dues uniformly required of members of the Union, including local, state and national dues.
- B. In the event that the employee does not pay his/her fair share fee directly to the Union by a certain date as established by the Union, the Board will deduct the fair share fee from the wages of the non-member.
- C. Such fee will be paid to the Union by the Board no later than ten (10) days following deduction.
- D. In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel, provided:
 - 1. The Board gives immediate notice of such action in writing to the Union, and permits the Union intervention as a party if it so desires, and

2. The Board gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
- E. The Union agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this Article.

It is expressly understood that this hold harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

- F. The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Union. Upon proper substantiation and collection of the entire fee, the Union will make payment in behalf of the employee to a mutually agreeable non-religious charitable organization as per Union policy and the rules and regulations of the Illinois Educational Labor Relations Board.

ARTICLE 2

RIGHTS AND RESPONSIBILITIES

OF THE UNION AND THE BOARD

Section 2.1 – Contracts

During the term of this Agreement there shall be no subcontracting of services performed, at execution of this Agreement, by lead boiler room, lead groundsman, lead maintenance, maintenance workers, firemen, and groundsmen.

The Board will not issue individual employee contracts or employment agreements during negotiations and prior to agreement being reached between the Board and the Union.

However, the Board may issue individual employment contracts to new employees, provided that the individual contract is consistent with the terms and conditions of this or successor Agreements.

Section 2.2 – Use of Buildings

The Union will have the right to hold meetings on School District property provided the meetings do not interfere with any aspect of the curricular or extracurricular programs of the District. Any expenses to the District as a result of the meetings will be borne by the Union. The time spent on Union business will be on the employees' own time.

Section 2.3 – Use of Equipment

The Union will have the right to use office equipment including typewriters, duplicating equipment, calculating machines, and all types of audio visual equipment at reasonable times when such equipment is not otherwise in use and provided the Union will pay all costs associated therewith. The building principal or his/her designee will be notified when the Union wants to use the equipment.

Section 2.4 – Information

The Board agrees to make available for reproduction to the Union upon reasonable request, all available public information already compiled concerning the financial resources of the District, such as, but not limited to, annual financial reports and audits, annual budgets, agenda and minutes of all Board meetings and treasurer's reports. Nothing herein will require the Board, administrative or clerical staff to research or assemble information.

Section 2.5 – Employee Lists

Names, buildings, home addresses and job titles of all employees will be provided to the Union vice-president by July 1 of each school year.

Section 2.6 – Personnel Files

- A. There will be only one official personnel file for each employee. Prior to any material being placed in any employee's file, a copy of such material will be provided to the employee. Each employee will have the right, upon reasonable advance request, to review the contents of his or her file and to place therein written reactions to any of its contents or to obtain copies thereof in accordance with the Freedom of Information Act (FOIA). If any person requests access/information of a member's personnel file, the individual will be notified as to who requested the information and what information was shared. Administration will not release evaluations unless required by the FOIA statute.
- B. An employee will be entitled to submit supplemental qualification statements to record experience and/or training not listed on his/her initial employment application.

Section 2.7 – Payroll Procedures

- A. Payroll deduction authorized by the Union, and any other deductions permitted by law, will be made on an authorization form supplied by U.S.S. Such authorization will continue in effect unless revoked in writing by the employee. This authorization is to continue in force unless removed by the employee for a succeeding membership year by giving written notice to that effect to the Business Office and to U.S.S. on or before September 15 of the current year.
- B. Payroll deductions for Union dues and any other deductions permitted by law shall be made on authorization forms provided by the Union. The Board shall deduct from each paycheck one-tenth (1/10th) of such dues from the salary check of each

employee in ten (10) consecutive deductions, with the first deduction made on the second October payroll. Deductions for employees who become members after the first payroll deduction shall be prorated as to complete payments by the last payroll of the current year.

Section 2.8 – Strikes and Lockouts

- A. **Strikes** - The Union agrees that it will not at any time engage in a strike during the period of this Agreement.
- B. **Lockouts** - The Board agrees that it will not lockout any employee during the term of this Agreement.
- C. **Non-Bargaining Unit Strikes** - If in the event an employee reports to an assigned work place where a non-bargaining unit member is engaged in a strike, the employee will perform only those duties regularly assigned to bargaining unit members during said strike. Employees will not be required to perform non-bargaining unit members' activities.

Section 2.9 – Board Agenda and Minutes

The Board will provide the Union vice-president with the agenda for each month's regularly scheduled Board meeting and special Board meetings, as well as a copy of the approved minutes at the time they are provided to the Board.

Section 2.10 – Union Negotiators

Up to six (6) employees, selected by the Union, will be released from their regularly assigned duties to attend all negotiations meetings scheduled and agreed to by the Board, providing the Board's representatives will be present at said meetings. If any time is lost, arrangements will be made with the Supervisor or Coordinator of Buildings and Grounds or designee to make up the time.

Section 2.11 – Maintenance of Standards

- A. All terms and conditions of employment, including wages, hours of work, extra compensation for duties outside regular hours of work, relief periods, leave and general employment conditions of all employees/positions will be maintained at not less than the highest minimum standards in effect for such employee/position at the time this Agreement is signed.

ARTICLE 3

GRIEVANCE PROCEDURE

Section 3.1 – Definition

- A. "Grievance" will mean a claim by the Union or an employee that there has been a violation, misinterpretation, or misapplication of any of the provisions of this Agreement.
- B. A "grievant" will mean the employee or the Union.

Section 3.2 – Purpose

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these procedures will be kept informal and confidential as may be appropriate at any level of the procedure.
- B. Nothing contained herein will be construed as limiting the rights of any employee having a complaint to discuss the matter informally with any appropriate member of the administration and having the complaint adjusted without intervention of the Union, provided any such adjustment will be consistent with the terms of the Agreement.

Section 3.3 – Grievance Representation

- A. At all steps of a grievance after it has been formally presented in writing at least one (1) Union representative may attend any hearings, appeals, or other proceedings required to process the grievance. Legal counsel of either the Union or the Board may be present at any of these abovementioned hearings provided notice of intention to have such counsel present will be given at least two (2) days in advance.
- B. Upon request, the Board will make available to the Union one (1) copy of any information, statistics and/or records which are pertinent to the grievance being processed. Nothing herein will require the administration to research and assemble information for the Union or to furnish personal notes and privileged correspondence.
- C. If either party requests a transcript of the proceedings, that party will bear the full cost for that transcript. If both parties order a transcript, the cost of the two (2) transcripts will be divided equally between the Board and the Union.
- D. The initial action for a dispute arising out of this Agreement will be the grievance procedure.

Section 3.4 – Time Limits

- A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step will be considered as maximum.
- B. If no written decision has been rendered within the time limits indicated in a step, the grievance may be processed to the next step.
- C. As used herein, "days" means Monday through Friday except days when the School District is closed, or days during the school term when employees are not required to be in attendance.
- D. The time limits may be extended by mutual agreement.

Section 3.5 – Initiating and Processing

The superintendent and the grievant(s) will be sent all copies of correspondence. Each party will have the right to include in its representation at any meeting held pursuant to this Article appropriate witnesses or consultants who will have the full right to participate as called upon by the inviting party. The grievant will also have the right to be present and to speak at any and all grievance meetings.

- A. **Step 1.** The grievant will institute the grievance within thirty 30 days of the date when the grievant should have reasonably ascertained the occurrence of such event, by submitting a written statement to the Supervisor of Buildings and Grounds or designee involved. Such written statement will include:
 - 1. The exact nature of the grievance.
 - 2. The act(s) complained of and when they occurred.
 - 3. The identity of the employee(s) involved.
 - 4. The specific section(s) or provision(s) of this Agreement that are claimed to have been violated.
 - 5. The remedy sought.

The Supervisor of Buildings and Grounds or designee will have five (5) days in which to hold the meeting and five (5) days following such meeting to present a written explanation of his/her position on the grievance to the grievant and to the Union.

- B. **Step 2.** Should the grievant or the Union be dissatisfied with the Supervisor of Buildings and Grounds or designee's decision, he/she may petition within ten (10) days thereafter to be heard by the Director of Business Operations. The Director of Business Operations will present within ten (10) days after such hearing a written decision on the grievance to the grievant and to the Union.
- C. **Step 3.** Should the grievant or the Union be dissatisfied with the Director of Business Operations decision, he/she may petition within, ten (10) days thereafter to be heard by the superintendent. The superintendent will

present within fifteen (15) days after such a hearing a written decision on the grievance to the grievant and to the Union.

D. **Step 4.** If the grievance is not resolved at Step 3, then the Union within ten (10) days after the date of the receipt of the written answer from the superintendent may submit the grievance to the Board. The Union will submit a request to be placed on the agenda for the next regular meeting of the Board. The Board will give a decision in writing to the Union within ten (10) days following the meeting at which the Union made the presentation.

E. **Step 5.** If the Union is not satisfied with the disposition of the grievance at Step 4, the Union may submit the grievance to final and binding arbitration under the "Voluntary Labor Arbitration Rules of the American Arbitration Association," which will act as the administrator of the proceedings. If a demand for arbitration is not filed within ten (10) days of the date for Step 5, then the grievance will be deemed withdrawn.

1. No more than one (1) grievance at any one time will be referred to the Arbitrator unless otherwise stipulated by an agreement between the parties.
2. Only grievances which involve an alleged violation of a specific section or provision of this Agreement which are processed in the manner and within the time limits provided herein will be subject to arbitration.
3. The jurisdiction of the Arbitrator is limited to:
 - a. The interpretation of the specific term(s) of this Agreement which are applicable to the particular issue presented to the Arbitrator.
 - b. The rendering of a decision or award which in no way modifies, adds to, subtracts from, changes or amends any term or condition of this Agreement or which is in conflict with any of the provisions of this Agreement.
 - c. Providing a remedy within the terms of the Agreement.

The fees and expenses of the arbitrator will be paid 75% by the party that loses the arbitration and 25% by the party that wins the arbitration.

4. Neither party will disclose in any manner to the arbitrator any information concerning previous offers of settlement made by the other party.
5. Any grievance not processed within the time limits specified within steps 1, 2 and 3 of Article 3 above will be deemed finally closed, unless the parties otherwise mutually agree in writing.

Section 3.6 – Initiation of Special Types of Grievances

Where an employee or the Union has a grievance arising from the action of authority higher than the Director of Business Operations, the grievance may be filed originally at Step 3 of the procedure and information copies of the grievance will be sent simultaneously to the Director of Business Operations.

Section 3.7 – General Provisions

- A. Upon settlement of the grievance, all documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and not in the personnel files of the participants.
- B. In the event that any of the grievance hearings are scheduled during the work day for the grievant(s) or the Union representative, either or both of them will be released from their regular assignment to participate in the hearing. In such case, there will be no loss of pay or benefits for either of the participants. Other bargaining unit members who are required for any of the hearings, except arbitration hearings, may be released from their regular assignment without loss of pay only upon written approval of the superintendent of schools or his/her designee.
- C. All written grievances of all employees will be processed through the Union.

ARTICLE 4 **WORKING CONDITIONS**

Section 4.1 – Work Day/Work Week

- A. The standard work week, generally consisting of Monday through Friday, for all employees will be forty (40) hours/week and eight (8) hours/day including at least one (1) fifteen-minute break every four (4) hours. The District reserves the right to post bargaining unit positions with a regular work week other than Monday through Friday (e.g. Tuesday through Saturday).

An alternate schedule that adheres to forty (40) hours in a week but exceeds eight (8) hours in a day is acceptable if mutually agreed upon by District Administration, the bargaining unit member, and the Union. An example of an alternative schedule would be a four day work week.

The work week and/or starting and ending times for all employees may be changed from the standard work week and standard starting and ending times by the direction of District-level supervisor for special events, sports, seasonal needs, or a building schedule change. Employees will receive a minimum of thirty days notice any time their standard work week or standard starting and ending times will be changed.

Overtime may be assigned to an employee within his/her normally performed range of duties or for duties for which the supervisor determines the employee is qualified to perform. Except in an emergency situation, overtime work will be rotated among employees determined by management to be qualified to perform such work first by utilizing a volunteer list and then utilizing a second list of all bargaining unit employees. Management shall determine the need for overtime work and nothing in this Agreement shall be deemed to guarantee bargaining unit employees overtime work.

1. There will be maintained a District-wide list of employees who wish to volunteer for overtime work outside the hours of the employee's regular shift. Employees shall be placed on the list in seniority order by their classification. The first time this list is utilized, the most senior qualified employee in the category needed will be offered the overtime, and then the rotation described in #4 below will be used for subsequent overtime opportunities.
2. A separate list, also organized by seniority and classification, will be maintained showing all employees in the bargaining unit. This list will be utilized to assign overtime if no qualified volunteer(s) can be secured. The first time this list is utilized, the least senior qualified employee in the category needed will be assigned the overtime, and then the rotation described in #4 below will be used for subsequent overtime assignments.
3. When management determined the need for overtime work, the work shall be offered to qualified employees on the volunteer overtime rotation list (#1 above) in the category where the work is needed. The overtime shall be offered in the order determined by the rotation list. If the employees on the volunteer list do not accept the work or if the employees available are not sufficient in number to meet the need, then employees on the assigned list (#2 above) for that category shall be assigned the overtime on a rotating basis (i.e. least senior first, then 2nd least senior, and so on).
4. An employee shall be dropped to the bottom of the rotation list if the employee has worked at least four hours of overtime or if a volunteer on list #1 above has been offered, but refused, an overtime opportunity. Employees on list #1 refusing three (3) overtime offers in one school year shall be removed from the volunteer list for the next twelve (12) months. An employee shall be skipped over in the offering of overtime if the employee is not available for contact but, in this case, the employee shall not be dropped to the bottom of the list.

B. Each employee will have a thirty (30) minute unpaid, duty-free lunch break daily.

- C. Paid leaves, holidays and vacation days will all count toward meeting the above work week requirements.
- D. Biometric Clock

The employee time shall be recorded by a Biometric Scanner and only used for the purpose of time keeping. Employees will receive access to the records of their time logged.

Section 4.2 – Overtime

- A. **Regular Overtime** – All work in addition to the standard forty (40) hour work week or the standard eight (8) hour day will be compensated at the rate of one and one-half (1½) times the normal rate of pay.

If an alternate schedule that adheres to forty (40) hours in a week but exceeds eight (8) hours in a day has been mutually agreed upon by District Administration and the bargaining unit member only hours in excess of forty (40) in a week would be eligible for overtime compensation at the rate of one and one-half (1½) times the normal rate of pay.

- B. **Sunday and Holiday Overtime** – All work on Sundays will be compensated at one and one-half (1½) times the employee's normal rate of pay with a two (2) hour minimum for overtime worked on District 205 grounds, and a one (1) hour minimum for offsite overtime. All work on Holidays will be compensated at two (2) times the employee's normal rate of pay with a two (2) hour minimum for overtime worked on District 205 grounds, and a one (1) hour minimum for offsite overtime.

- C. **Offering Overtime**

1. All overtime work must be authorized, in writing, by the Supervisor of Buildings and Grounds or designee.
2. Overtime will first be offered to those employees on a list of employees that have volunteered to work overtime. The list shall be ordered according to seniority. Overtime will be offered on a rotational basis according to this list. When a need arises the next qualified person on the list will be offered the overtime. As soon as an employee works overtime or refuses the offer to work overtime the employee moves to the bottom of the list. (See 4.1 above for more details)

This list shall be updated each year. The President of the Union shall present the list to the Director of Buildings and Grounds on July 1st of each year. Those employees on-call are not part of this rotation.

Section 4.3 – Uniforms

All employees are required to wear a uniform at work and will receive, after the first sixty (60) days of employment, five (5) new uniforms paid for by the Board. When new uniforms are selected the Union president will be involved in the decision making process.

These uniforms will be replaced at the Board's expense as needed; i.e., size of bargaining unit member has changed, or uniform is soiled beyond repair. The replacement period will be one (1) week starting April 1 and October 1.

There will be a replacement of no more than three (3) uniforms per calendar year as requested by the employee.

Section 4.4 – Job Assignment

An employee may be used in any area or capacity when necessary to insure the safe and efficient operation of the facility provided, however, that the responsibilities of any position in the bargaining unit will not be transferred to persons not covered by this Agreement without prior discussion with the Union.

Section 4.5 – Unsafe and Hazardous Conditions

Employees will not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. The standard of measure of the terms "unsafe or hazardous conditions" being OSHA requirements, material safety data sheets and the Department of Transportation vehicle standards.

ARTICLE 5 **VACANCIES, TRANSFERS AND PROMOTIONS**

Section 5.1 – Definition of Vacancies

A vacancy will be defined as a newly created position or a present position that is not filled.

Section 5.2 – Posting of Vacancies

All positions will be posted with the Vice President of the Union for a period of ten (10) work days. If acceptable and qualified candidates within the bargaining unit are not available, then the position may be filled from the outside. Said posting will contain the following information:

- A. Job description
- B. Starting date
- C. Rate of pay
- D. Classification
- E. Minimum requirements

Section 5.3 – Application

- A. All bids for any position will be considered by experience, qualifications and seniority.

- B. For purposes of this Article, qualifications will be defined as requirements necessary to fulfill the responsibility of the position.
- C. The employee will be given a written notice as to the reason(s) why he/she did not receive the upgraded position.
- D. In the event of promotion in or transfer from one classification to another, the employee will be given a thirty (30) work day trial in which to show his/her ability to perform on the new job. The Board will give the promoted or transferred employee reasonable assistance on the new job. Failure to perform at a level acceptable to the Supervisor of Buildings and Grounds or designee will result in a transfer back to his/her original assignment.

Section 5.4 – Notification to Applicants

Any position posted will be filled within ten (10) days of the close of the posting period, provided there is a qualified applicant available to fill the position.

Section 5.5 – Involuntary Transfer

No employee will be involuntarily transferred unless no volunteer can be found to fill the vacant position. In the event an involuntary transfer is necessary, the least senior employee will be involuntarily transferred with no reduction in salary.

ARTICLE 6 **SENIORITY AND LAYOFFS**

Section 6.1 – Definition of Reduction-In-Force and Seniority

- A. Reduction-In-Force shall be defined as a reduction in hours of an employee or the honorable discharge of an employee due to the decision by the employer to decrease the number of bargaining unit employees employed or to discontinue a particular type of service performed by employees in the bargaining unit.
- B. Seniority shall be defined as the length of service as a member of the bargaining unit. Accumulation of seniority shall begin from the bargaining unit member's first working day. Probationary bargaining unit members shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work. In the event that more than one individual bargaining unit member has the same starting date, position on the seniority list shall be determined by drawing lots prior to March 1 each year. The drawing will be conducted by the Director of Human Resources in the presence of the Union President and affected employee(s).
- C. Part-time bargaining unit members shall accrue seniority on a pro rata basis.

Section 6.2 – Classifications Within Bargaining Unit

For purposes of this Agreement each continuing employee shall earn seniority rights within one of the following classifications:

- A. Category I - Lead Boiler Room, Lead Groundsman, Lead Maintenance, and HVAC Employee
- B. Category II - Maintenance
- C. Category III – Firemen
- D. Category IV - Groundsmen

Section 6.3 – Loss of Seniority

- A. Seniority shall be lost upon the following:
 - 1. resignation,
 - 2. dismissal,
 - 3. retirement.
- B. Seniority is retained but shall not accrue during the following:
 - 1. layoff,
 - 2. unpaid leave of absence.

Section 6.4 – Maintaining and Posting of Seniority Lists

Representatives of the Union and the Board will jointly prepare and maintain the seniority list. Revisions and dates will be maintained in each building by using the personnel lists from each Board meeting. An updated list will be generated by the Administration July 1 of each year to provide the base copy for the current fiscal year. A copy of such list will be provided to the Union President.

Section 6.5 – Reduction Procedures

- A. If the bargaining unit member(s) is/are removed or dismissed as a result of a decision by the employer to reduce the number of hours, to decrease the number of bargaining unit employees, or to discontinue a particular type of bargaining unit service, written notice shall be given to the employee(s) by Certified Mail at least sixty (60) days before the end of the school term, together with a statement of honorable dismissal and the reasons therefore.
- B. The employee(s) with shorter length of seniority within his/her respective classification (as defined in Section 6.2 above, with the exception that Category III – firemen, and Category IV – groundsmen will be considered the same category for reduction purposes) shall be dismissed first provided, however, that for purposes of implementing this provision an employee's seniority rights shall be those earned in the classification of position held at the time the employee reduction-in-force occurs. A bargaining unit member whose position has been eliminated under this provision and who served in another classification shall have the right to bump an employee with less seniority in the previous classification. Additionally, any employee in a

position that has been eliminated under this provision shall receive consideration for available vacant positions for which the employee is qualified.

Section 6.6 – Recall Rights

If the employer has any vacancies for the following school term or within one (1) calendar year from the beginning of the following school term, the position thereby becoming available within the specific classifications (as defined in Section 6.2 above) shall be tendered to the employee(s) so removed or dismissed from that classification.

Section 6.7 – Job Descriptions Developed and Distributed

All job descriptions are subject to Board and Union approval. The descriptions will be distributed to all current employees and to all bargaining unit members when hired by the District. The descriptions will include at a minimum:

- A. Job title and description
- B. Minimum requirements
- C. A specific statement of required tasks and responsibilities.

If disputes over job description cannot be resolved, then a joint committee will be established to develop an acceptable description. The Committee will be comprised of a maximum of four (4) persons, two (2) per side.

ARTICLE 7 **EVALUATION AND DISCIPLINE**

Section 7.1 – Employee Evaluation

- A. Within thirty (30) days after the beginning of each school term, employees will be informed as to who will be responsible for each employee's supervision and evaluation. Final responsibility for evaluating the employee will rest with the superintendent or his/her designee.
- B. Employees will be evaluated by using a standardized evaluation form developed by the Board with input from the Union. The evaluation form is subject to Board and Union approval.
- C. New employees shall be evaluated during their probationary period. All other employees shall be evaluated every year.
- D. Each formal written evaluation will be preceded by at least one (1) formal observation. A copy of each formal written evaluation will be given to the employee and a conference will be held between the employee and the evaluator within fifteen (15) days of the formal evaluation. A copy of the evaluation signed by both parties will be retained by the employee at the time of the conference.
- E. Should there be a disagreement on the evaluation, the employee may request, in writing, a conference with the evaluator and/or the Supervisor of Buildings and

Grounds or designee. The employee will sign the evaluation form, but signature will not indicate agreement with the contents thereof, but merely will indicate receipt thereof.

- F. Any employee may attach a statement to the evaluation for enclosure in the personnel file.

Section 7.2 – Employee Discipline

- A. No employee will be suspended or discharged without just cause. Any such discipline will be subject to the grievance procedure hereinafter set forth including arbitration. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Union in writing.
- B. Any employee will be entitled to have present a representative of the Union during any meeting which is called for the purpose of administering discipline. When a request for such representation is made, no action will be taken with respect to the employee until such representative of the Union is present. Should disciplinary action likely occur at a given meeting, the employee will be advised immediately of said possibility and be advised of the right to representation under this provision of the Agreement.
- C. New employees will have a probationary period of ninety (90) work days wherein the Board need not have just cause to suspend or discharge an employee.

Section 7.3 – Employer Hearings/Employee Rights

When any employee is required to appear before any administrator, immediate supervisor, a Board committee or member, or Board of Education or member concerning any matter which is disciplinary in nature, the employee will be given reasonable notice in writing, including reasons for such meeting or interview and will be entitled to have a representative of the Union present to advise and represent him/her.

ARTICLE 8 **LEAVES**

Section 8.1 – Sick Leave

- A. The Board will grant each employee sick days in accordance with the following:

Years of Service	Days of Leave Granted Per Year
1 st year of employment	At most 10
2 nd year of employment	12
3 rd through 11 th year	13
12 or more years	14

1. Sick leave will be granted to non-probationary employees on the opening day of the school term in an amount equal to the yearly allotment.
2. First year employees will be credited one (1) day of sick leave for each complete month of employment up to a maximum of ten (10), but will not have use of said sick days until the completion of the probationary period.
3. Sick leave will be defined as personal illness, quarantine at home, or death in the immediate family or household.
4. Unused sick leave will accumulate, including the current year, to two hundred forty (240) days.
5. A physician's statement may be requested by the Board following the third (3rd) consecutive day of any employee's absence, or a pattern of abuse.
6. The immediate family will be defined as parents, spouse, brothers, sisters, children, grandchildren, grandparents, parents-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, legal guardians, and others with approval of the Supervisor of Buildings and Grounds or designee.
7. Each employee is required to call the assistant supervisor for buildings and grounds in his/her building, prior to the use of any sick leave, one (1) hour prior to the beginning of their shift. Failure to notify the proper individual in the prescribed time shall result in a pay dock unless a verifiable emergency occurs. The Supervisor of Buildings and Grounds or designee shall meet with the employee and his/her Union representative to determine when if an emergency exists for an employee.
8. If an employee returns to work with a duty restriction ordered by the employee's physician, the Board will provide work assignments consistent with said restrictions. The employee will return to his/her original position as soon as he/she is able to perform the duties of said position and has written notification from his/her physician.

An employee who is not on the job due to sickness or physical or mental disability and who has used all vacation, sick leave time, including FMLA leave, may be terminated from employment, unless the employee requests placement on special sick leave. Special sick leave will permit an employee to retain medical and dental benefits for a maximum of ninety (90) calendar days following the expiration of vacation, regular sick leave time, and FMLA leave provided the employee pays the costs of such benefits as established by the school district. Granting of this special sick leave will be by the superintendent or his/her designee, who will require a physician's verification that the employee is not able to return to work during the time of the special sick leave. If an employee does not return to work after a maximum of ninety (90) calendar days of special sick leave,

the employee may be terminated as a District 205 employee. In such case, the Board will cooperate with the employee in assisting the employee with the IMRF for securing any disability benefits the employee may be entitled to receive.

Section 8.2 – Personal Business

- A. The Board will grant two (2) days of personal leave at full pay per fiscal year. One (1) day of unused personal business leave may be transferred to sick leave at the end of the fiscal year.
- B. Personal leave will require the employee to notify forty-eight (48) hours in advance the Supervisor of Buildings and Grounds or his/her designee of the intention to use personal business day(s). If an emergency necessitates the use of personal leave days without a forty-eight (48) hour notice, the employee will inform the Supervisor of Buildings and Grounds or his/her designee as soon as possible.
- C. Twenty (20) calendar days prior to the opening of school, the day before or after a holiday or a vacation period may not be used as a personal leave day unless approved by the Supervisor of Buildings and Grounds or designee.

Section 8.3 – Discretionary Leaves

Upon written application, the superintendent is authorized to grant additional unpaid leaves of absence for what reasons and subject to such conditions and limitations as he deems appropriate. That granting or failure to grant any such leave will not serve as a precedent for any future leave nor will any action of the superintendent under this section be subject to the grievance procedure.

Section 8.4 – Work-Related Injury

- A. Should an employee become ill or injured and unable to work due to an illness or injury incurred in the course of performing employment duties, the employee will receive worker's compensation directly from the District's worker's compensation insurance carrier. In addition, the District shall provide compensation to the employee so that the employee's total net compensation when on worker's compensation is equal to the employee's net base pay when not on worker's compensation. The employee will not be charged his/her sick leave, if any, for such absences. The above provisions will apply until the employee receives temporary disability under IMRF.
- B. Any work-related injury must be reported to the Supervisor of Buildings and Grounds or designee as soon as possible but not later than 24 hours of the injury.
- C. In the event of job-related injury, every effort will be made to seek medical attention at the clinics designated by the insurance carrier. In case of emergency, the nearest hospital may be used.

Section 8.5 – Union Leave

In the event that the Union desires to send representatives to local, state or national conferences or meetings, such representatives will be excused from their duties. A minimum of forty-eight (48) hours notice must be given the Supervisor of Buildings and Grounds or designee prior to taking Union leave. The cost of substitutes, if hired, will be borne by the Union. Total leave in each school year for all such Union purposes will not exceed a total of ten (10) days. No more than three (3) consecutive days can be utilized for one (1) individual.

Section 8.6 – Family Medical Leave Act

A. Definition – As used in this section:

1. **"Eligible employee"** means an employee who has been employed in a full-time capacity with the District for at least twelve (12) months and has at least 1,250 hours of service with the District during the twelve months which precede the period of the requested leave.
2. The term **"equivalent position"** shall mean any position for which an eligible employee is with compensation and benefits equal to or better than the compensation and benefits received by an eligible employee prior to being granted a leave under this section.
3. **"Daughter"** or **"son"** shall be defined as a biological, adopted, or foster child, a step-child, a legal ward, or a person standing in loco parentis.
4. Other terms shall be defined in the *Family Medical Leave Act* (P.L. 103-3) and rules and regulations as promulgated by the United States Department of Labor.

B. Leaves

1. Eligible employees shall be granted a total of twelve (12) work weeks of unpaid leave during any year for one or more of the following reasons:
 - a. the birth of a child;
 - b. the adoption of a child or the placement of a foster child;
 - c. to care for a spouse, son, daughter, or parent who has serious health conditions; and
 - d. a serious health condition that makes the employee unable to perform his/her job.
2. An employee may use, but shall not be required to use, paid sick leave days and/or personal leave days during the period of a leave taken under the *Family and Medical Leave Act*.

C. Notification

In any case in which the necessity of leave under subparagraphs B-1-a or B-1-b is based upon an expected birth or placement, the eligible employee shall provide the Superintendent at least thirty (30) days notice before the date the leave is to begin, of

the employee's intention to take leave under such subparagraph. Where due to unforeseen circumstances, such notice is not practicable, said employee shall provide as early a notice as practical.

In any case in which the necessity for leave under subparagraphs B-1-c or B-1-d is based upon illness or a serious health condition, the eligible employee shall make every reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the District, subject to the approval of the health care provider. The eligible employee shall provide the Superintendent with not less than thirty (30) days notice before the date the leave is to begin, of the employee's intention to take the leave. Where due to unforeseen circumstances such notice is not practical, the employee shall provide as early a notice as practical.

D. Repealer

In the event the *Family and Medical Leave Act* is repealed, then this section of this Article shall, as of the date of repeal, no longer be in force and effect.

Section 8.7 – Child Rearing Leave

- A. An employee may apply for and may receive a leave for the purpose of child rearing during the first year of the child's life. The Superintendent or his/her designee and the employee shall meet to discuss the terms and conditions of such leave. The length of such leave shall not exceed six (6) months.
- B. The leave shall be without pay.
- C. The employee may elect to continue the District insurance program at his/her own expense.
- D. After four (4) months of being on leave, the employee shall inform the Superintendent as to the employee's intention to return to work.

ARTICLE 9
HOLIDAYS AND VACATIONS

Section 9.1 – Holidays

- A. The following paid holidays will be granted to all employees:

New Year's Eve Day	Columbus Day
New Year's Day	Veteran's Day
King's Birthday	Thanksgiving Day
Lincoln's Birthday or Presidents Day*	Friday after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	

Two (2) Floating Holidays

*As dictated by the Board approved school calendar

- B. An employee assigned to work on a holiday will be paid time-and-a-half (1½) pay in addition to their holiday pay. If the holiday falls on a Saturday or Sunday, employees will be paid time-and-a-half (1½) if assigned to duty.
- C. Any legal holiday mandated by the laws of the State of Illinois will be added to the above list of paid holidays (excluding Casimir Pulaski Day). However, any legal holiday that is de-mandated by the laws of the State of Illinois will be deleted from the above list of paid holidays.
- D. If a holiday falls on a Saturday, the employee will be given the preceding Friday off. If the holiday falls on a Sunday, the employee will be given the following Monday off.

Section 9.2 – Vacations

- A. Paid vacation for present employees will be as follows:

After 1 year of service	2 weeks
After 6 years of service	3 weeks
After 11 years of service	4 weeks
After 15 years of service	One (1) additional day per year for five (5) consecutive years.

- B. Vacation may not be taken during Christmas or spring breaks or two weeks before school begins in the fall unless approved by the Supervisor of Buildings and Grounds or designee.
- C. The vacation qualifying period will be between July 1 and June 30 of the upcoming year. On or before April 1 of the preceding year, each employee will receive, in writing, an accounting of the number of vacation days available to him/her on the next July 1, as well as any remaining vacation days as yet unused for the current vacation qualifying period.
- D. Employees will submit requests for vacation by April 30 to the Supervisor of Buildings and Grounds or designee. Vacation requests will be honored as submitted, unless in the opinion of the Supervisor of Buildings and Grounds or designee, too many employees desire the same vacation period, in which case seniority will determine which employee receives his/her requested vacation period. Employees will be notified in writing by May 15 of the decision on their vacation requests.
- E. Vacations will commence the first day of the work week and may be split in week segments. No more than two (2) consecutive weeks of vacation may be taken unless approved by the Supervisor of Buildings and Grounds or designee.
- F. For the purposes of this contract, the work week will be from Sunday to Saturday.

- G. All vacation time for any given vacation qualifying period will be allotted on July 1 and available for use at any time during said period. Vacation leave credited to an employee effective July 1 will be that total vacation leave to which said employee is entitled based upon the anniversary date that falls in the vacation qualifying period during which said vacation may be used.
- H. The Board has the right to determine a set vacation period which requires all employees to take their vacation during the shut down time. The maximum time for a shut down will be two (2) weeks. If option is exercised, all affected will be notified by March 1 of a planned summer shut down. The Board and the Union will mutually agree on the procedure to be followed to handle the shut down.

ARTICLE 10

ECONOMIC BENEFITS

Section 10.1 – Insurance

A. The Board will provide to each employee the following benefits:

1. \$35,000 Term Life Insurance
2. \$35,000 AD&D Benefit Insurance
3. Health and Major Medical Insurance
The maintenance bargaining unit shall receive the same option for health and major medical insurance as the Faculty Association of District 205.

The District shall contribute a flat amount towards the cost of the insurance plan selected by the employee. The employee is responsible for paying the remaining amount. The District will pay an amount equal to three hundred (300) dollars less than the full cost of the HMO family plan, up to a maximum of fifteen thousand (15,000) dollars for the 2015-2016 school year towards a family plan or an amount equal to one hundred (100) dollars less than the full cost of an HMO single plan, up to a maximum of six thousand (6000) dollars for the 2015-2016 school year, towards a single plan for the 2015-2016 school year. Yearly increases on the District's contribution will be equal to the increase in the respective HMO cost up to a maximum increase of five percent (5%).

If an employee wishes to participate in the District offered PPO plan, the District contribution shall be the maximum District contribution for that year for the equivalent HMO plan (single PPO will get District contribution of maximum single HMO District contribution, family PPO will get District contribution of maximum family HMO District contribution).

If the insurance costs increase more than 20% from one year to the next, the portion in excess of 20% will be split evenly between the District and the employee.

4. Dental Insurance

The maintenance bargaining unit shall receive the same option for dental insurance as the Faculty Association of District 205.

Individual dental insurance will be offered at no cost to the employee. Family dental insurance will be offered to each employee at an annual cost to the employee of \$400.

5. Long-term disability at seventy percent (70%) – maximum two (2) years.

B. The retirement medical insurance premium will be set annually by the District for the subsequent school year and all participants may elect installments as agreed upon by the Assistant Superintendent for Business Operations.

C. The bargaining unit leadership may appoint representatives to participate in any insurance study group that is established by the District.

D. Retirement Insurance Benefit

For those employees choosing to retire and have a minimum of twelve (12) years' experience as a Buildings, Grounds and Maintenance employee in High School District 205, the Board will pay fifty percent (50%) of the premium for single health insurance coverage not to exceed \$1,250.00 in one (1) given year for the period not to exceed five (5) consecutive years provided the employee elects a Board Union agreed to HMO/PPO health insurance program. The benefit expires as soon as the employee reaches Medicare eligibility

Section 10.2 – Personal Loss

The Board shall indemnify employees against any loss resulting from the damage, destruction or theft of personal property required and previously approved for the performance of the employee's duty, provided the loss is not due to negligence, as determined by the Supervisor of Buildings and Grounds. No loss will be considered unless the employee's personal property is insured in which case the loss will be limited to actual loss after any personal insurance payments are applied for and made. Under no condition will the Board be responsible for more than five hundred dollars (\$500) in total losses on a single case. Requests for payment under this provision will be made in accordance with Business Office procedures.

Section 10.3 – Jury Duty

Any employee called to jury duty will receive full pay.

Section 10.4 – Mileage Reimbursement

When required by the Board to travel during the course of the employee's business, an employee will receive reimbursement for mileage actually incurred at the established IRS rate. The District shall provide properly maintained and safe vehicles for bargaining unit

members' use. If a bargaining unit member is required to use his/her personal vehicle, the supervisor contract services or his/her designee shall provide the member with written permission. Employees shall turn in their mileage reimbursement bi-weekly.

Section 10.5 – Meetings

Employees may be required to attend meetings outside the regular work day. If an employee is required by the Supervisor of Buildings and Grounds or designee to attend a meeting outside the regular work day, then the employee will be compensated at one and one-half (1½) his/her regular hourly rate. If a meeting is going to be called, the employees must be given forty-eight (48) hours notification. Employees currently on vacation or scheduled to be on vacation are not required to attend.

Section 10.6 – Unused Accumulated Leave Days

Upon retirement-separation from the District, an employee of the District will receive forty dollars (\$40.00) a day for each day of unused accumulated sick leave up to a maximum of one hundred fifty (150) days. In case of the death of the employee, the payment will be made to the employee's beneficiary.

ARTICLE 11 **WAGES AND PAYROLL**

Section 11.1 – Salaries

A. Categories

Employees will be placed in one of two compensation categories.

1. Category I - Will include Lead Boiler Room, Lead Groundsman, Lead Maintenance, and HVAC Employee.
2. Category II* - Will include all Maintenance.
3. Category III* - Will include all Firemen.
4. Category IV - Will include all Groundsmen.

B. Hourly Rates

Category	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
I	29.60	30.27	30.95	31.72	32.52
II	26.42	27.01	27.62	28.31	29.02
III	25.09	25.65	26.23	26.89	27.56
IV	23.78	24.32	24.87	25.49	26.13

Section 11.2 – Differentials

A. Shift Differentials

Employees that work the afternoon or night shift will receive a thirty cents (\$0.30) an hour differential.

For the purposes of this section, afternoon shift will be defined as starting time of 3:00 p.m. or later. The night shift will be defined as starting time at or before 4:00 a.m.

B. Working in Higher Category

When an employee is assigned by a supervisor to work which is normally paid at a higher rate for more than sixty (60) consecutive minutes, that employee will be paid the higher hourly rate for all hours so worked.

Section 11.3 – Payroll Dates

Employees will receive paychecks on a regular basis. The current format of every other Friday shall be used. Should the Thornton Township High School District 205 Faculty Association agree to change to a regularly issued semi-monthly on the 1st and 15th of each month system, the maintenance bargaining unit will also change to regularly issued semi-monthly on the 1st and 15th of each month system. If the 1st or 15th falls on a non-work day then the pay date will be the last work day prior to that day.

Section 11.4 – Payroll Deductions

The Board will make voluntary payroll deductions for the credit union upon the written request of the employee, which request may be cancelled by the employee at any time.

ARTICLE 12 **MISCELLANEOUS RELATED ITEMS**

Section 12.1 – “On Call” Assignments

One bargaining unit member will be assigned and designated the “On Call” person for each day of the week. The assignment will be for a seven (7) day period and will be for twenty-four (24) hours a day. The parties must mutually agree to exceptions to this assignment length.

It is the responsibility of the “on call” person to be the first respondent on site throughout the District when an emergency occurs.

The schedule for “On Call” assignment schedule is to be mutually developed by the Supervisor of Buildings and Grounds and the Vice-President of the Building, Grounds, and Maintenance Employees of the Union of Support Staff-IEA/NEA.

The compensation for the "On Call" assignment will be \$275.00 per week.

Section 12.2 – Tuition Reimbursement/Training

Once a year the District may provide bargaining unit members an opportunity to increase his/her skill(s) by attending trade school and/or course work. All training shall be pre-approved by the Superintendent of Schools or his/her designee. Any tuition cost incurred by the employee shall be reimbursed upon the District's receipt of verification of completion of the training and/or course work. Employees shall be reimbursed no later than four (4) weeks after turning in his/her verification of compensation for training/course work to the Superintendent or designee.

ARTICLE 13 **NEGOTIATION PROCEDURES** **AND** **EFFECT OF THE AGREEMENT**

Section 13.1 – Contract Closure

The parties will commence bargaining for a successor Agreement on or before the sixtieth (60th) day prior to expiration of this Agreement.

In the event any policy, rule, or regulation of the Board conflicts with any provision of the Agreement, the provisions of this Agreement will prevail. Should any Article, Section or clause of this Agreement be declared illegal by a court of competent jurisdiction, or conflict with the laws, ordinances, rules or regulations of any state or local legislative or administrative body, said Article, Section or clause, as the case may be, will automatically be deleted from this Agreement to the extent that it violates the law, ordinance, rule or regulation, but the remaining Articles and clauses will remain in full force and effect for the duration of this Agreement if not affected by the deleted Article, Section or clause.

Section 13.2 – Lack of Agreement

If either party declares an impasse, Federal Mediation and Conciliation Services will be contacted for a mediator. Should FMCS be unavailable, the parties will attempt to select a replacement. In the event the parties cannot agree on a replacement, the IELRB will be notified.

Within thirty (30) days of ratification of the Agreement, the Board and U.S.S., will jointly provide for a copy of this Agreement to be delivered to each member of the unit. All expenses incurred in the preparation of the document will be shared equally by both parties.

Section 13.3 – Letters of Understanding

All future letters of understanding will be included in the contract. Any previous letters of understanding will not be enforced until a copy has been presented to the District Administration.

ARTICLE 14
TERMS OF AGREEMENT

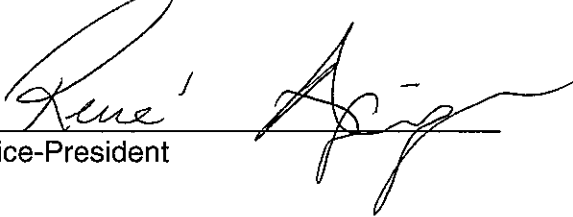
This Agreement will be effective July 1, 2015 and will be in effect until June 30, 2020.

This Agreement is signed this 15th of January, 2016.

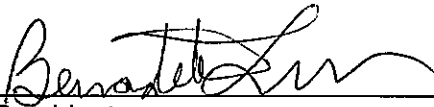
IN WITNESS THEREOF:

For the Union of Support Staff


For the Board of Education, School District No. 205



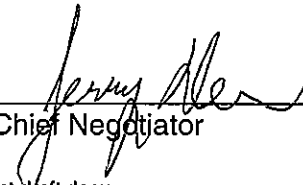
Vice-President



President



Chief Negotiator



Chief Negotiator

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