

AGREEMENT

Between

BOARD OF EDUCATION

HIGH SCHOOL DISTRICT 201

Cook County, Illinois

And

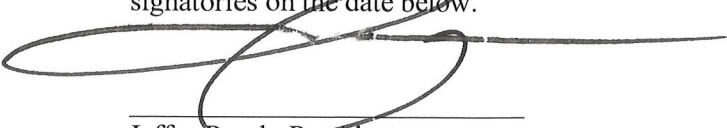
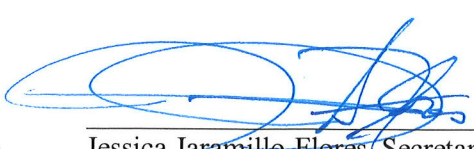
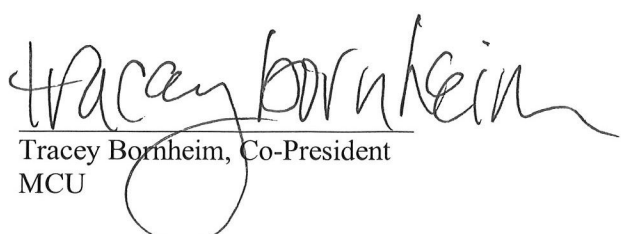
MORTON COUNCIL UNION

American Federation of Teachers - Local #571

CLERICAL

July 1, 2024 – June 30, 2027

The Board of Education of the J. Sterling Morton High School District 201, Cook County, Illinois and the Morton Council Union Local 571, IFT-AFT, has agreed to this contract. This contract was ratified by the parties on January 8, 2025, and the final approval of the modifications, additions and deletions to this contract were approved by the signatories on the date below.


Jeffrey Pesek, President
Board of Education
Sam Bonner, Co-President
MCU
Jessica Jaramillo-Flores, Secretary
Board of Education
Tracey Bornheim, Co-President
MCU

2/12, 2025
Dated

Feb 14th, 2025
Dated

BOARD OF EDUCATION
Negotiating Team

Dr. Tim Truesdale, Superintendent
Dr. Josh McMahon, Asst. Superintendent
Randall Borgardt, Executive Director of HR
Christopher Blomquist, Chief Financial Officer
Rebecca Ziccardi, Human Resource Coordinator

MORTON COUNCIL UNION
Negotiating Team

Sam Bonner, Co-President
Tracey Bornheim, Co-President
Sharon Helma, Clerical Vice President
Luz Galvan, Member
Lucy Galvez, Member
Cindy O'Boyle, Member
Lynn Ostapczuk, Member
Lorena Torres, Member
Rachel Esposito, Local 571, IFT

BOARD OF EDUCATION
Members

Jeffrey Pesek, President
Mark D. Kraft, Vice President
Jessica Jaramillo-Flores, Secretary
Fernando Godinez, Member
Dr. Margaret Kelly, Member
Sandra Tomschin, Member
Maria A. Gallegos, Member

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AGREEMENT

This Agreement is entered into by the Board of Education of the J. Sterling Morton High School District Number 201, County of Cook, State of Illinois (hereinafter referred to as the "Board") and the AFT/IFT Morton Clerical Union, (hereinafter referred to as "the MCU").

1. BARGAINING AGENT RECOGNITION

- A. **Definition of Unit.** The Board recognizes the MCU as the sole and exclusive elected bargaining agent for the "clerical staff".
- B. **Definition of Staff.** The clerical staff shall be defined as those employees, or successors, hired by the Board to fill the permanent clerical positions as defined in Appendix "A".
- C. **Permanent Positions.** When a full-time or regular part-time position is created for longer than one school year, that position shall be added to Appendix "A". A "regular part-time position" shall be defined as a position with a job description and a regular daily schedule of work.
- D. **Limitation of Part-Time Positions.** No more than ten percent (10%) of the positions defined in Appendix "A" shall be filled by part-time employees.

2. SENIORITY

Seniority shall be defined as the length of service within the bargaining unit. Accumulation of seniority shall begin from the employee's date of hire by the Board. In the event that more than one individual has the same date of hire, position on the seniority list shall be determined by drawing lots, such drawing to be conducted by the Superintendent, or his/her designee in the presence of the MCU President. A seniority list shall be published yearly and distributed to the president of the MCU.

3. VALIDITY

- A. **Additions and Alterations.** The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The parties mutually agree that this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of both parties in writing and any such addition or alteration shall become a part of this Agreement.
- B. **Invalidity.** If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with the School Code, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Any subsequent action regarding any provision of this Agreement declared to be unlawful or unenforceable as stated above, shall be subject to negotiation with, and agreement by, the MCU.

- C. **Appendices, Preambles and General Construction.** The appendices attached to this Agreement shall be deemed a part of this Agreement. All preambles in this Agreement shall be deemed a part of the entire Agreement. This Agreement and the wording herein shall be given the common and ordinary interpretation as to their meaning and construction.
- D. **Nature of Agreement.** This Agreement supersedes and cancels all previous agreements between the Board and the MCU unless expressly stated to the contrary herein. This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its term.
- E. **Labor-Management Committee.** Prior to the implementation of reclassifying, reducing, reorganizing, or restructuring bargaining unit positions, the Board and the MCU shall meet and confer regarding these changes. These changes although the ultimate authority of the Board deserve input from members through their leadership in the MCU. The MCU President and Clerical Vice President at a minimum will meet with designees of the Board to discuss these changes before they are implemented. Any and all changes made must comply with applicable sections of the Agreement.

4. **DUES DEDUCTIONS**

The Board shall deduct from the salary of each employee current membership dues of the Union, provided that at the time of such deduction there is in the possession of the Board a current written authorization for such dues deduction executed by the employee and provided:

- A. Such authorization may indicate or prescribe that the Union shall indicate the amount of dues to be deducted. Such deduction shall be made on the first paycheck of each calendar month except in July and August.
- B. The amount of the deduction shall not be altered more than once during any single fiscal year.
- C. Such authorization shall be automatically revoked:
 - 1. Upon the date of termination of employment, or
 - 2. Upon notice from the Union of the employee's written revocation.
- D. Authorization for dues deduction shall be implemented at the next applicable paycheck following its receipt provided such is filed with the Business Office at least fifteen (15) calendar days in advance.

The Board shall remit the dues deducted to the Local 571 within seven (7) calendar days of the payroll date the checks with the deductions are issued. The Union shall defend and hold harmless the Board for such deductions if effectuated pursuant to this Agreement.

5. MANAGEMENT RIGHTS

The management of the School District's business and functions and the direction of the School District's personnel shall remain vested exclusively in the Board of Education as management rights. All rights or prerogatives of management are reserved to the Board of Education unless such a right or prerogative is specifically expressly abridged by this Agreement. The parties hereto expressly recognize, merely by way of illustration and not by way of limitation that such rights include, but are not limited to:

- A. Full and exclusive control of the management of the School District, the supervision of all operations, the methods, the process, equipment, means and personnel by which any and all work will be performed, the control of property and the composition, assignment, direction and determination of the size and type of its working forces;
- B. The right to determine the work, the amount of work and the kind of work to be done and the standards to be met by employees covered by this Agreement;
- C. The right to determine or change or introduce new operations, methods, processes, means or facilities and the right to determine whether and to what extent work shall be performed by employees;
- D. The right to hire, to determine, establish, change, combine or abolish categories and/or departments, assign, transfer employees from one job to another or from one job classification to another (except as otherwise specified in this Agreement), to discipline or suspend or discharge employees, to determine and establish the employee's days and hours of work and shifts, promote, demote, and lay-off employees;
- E. The right to determine the qualifications of employees, the quality and quantity of workmanship required and to otherwise maintain an orderly effective and efficient operation, including the right to establish, determine, maintain and enforce reasonable standards of production and rules of conduct;
- F. To employ, direct, supervise, evaluate, lay-off, transfer and place all District employees;
- G. To establish and set salaries and rates of pay for District employees;
- H. To establish, modify, or eliminate courses of instruction, programs, athletic, recreational and social events;
- I. To determine the location, methods, means and number of personnel by which operations are to be conducted, including the right to determine whether goods or services are to be provided or purchased;

- J. To establish rules and regulations and to revise, modify or delete rules and regulations; and
- K. To determine the school calendar, schedules, assignments, hours and the duties, responsibilities, and assignments of those in the bargaining unit.

The MCU recognizes the Board exercises many of its responsibilities and rights through the Superintendent and/or other members of the administrative staff. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the extent required by law. The Board and its agents will not establish policies or regulations arbitrarily or capriciously.

6. **DISCIPLINE**

The Board of Education shall have the right and duty to discipline members of the bargaining unit for acts of insubordination and/or misconduct.

- A. **Insubordination.** Insubordination shall include any willful refusal to follow an order, direction, regulation or policy of the Board of Education or of any person who has the responsibility to supervise the employee.
- B. **Misconduct.** Misconduct shall include, but shall not be limited to:
 - 1. Any act or failure to act which causes, or may reasonably cause, the Board of Education or the administration to forecast disruption and/or interference within the school, the administration, or with the rights of others.
 - 2. Any act or failure to act occurring during the course of any employee's duties which jeopardizes the health, safety and welfare of any person, student, parent or school employee.
 - 3. Any act which constitutes immoral conduct.
 - 4. Any act or failure to act which constitutes a violation or an attempt to violate any federal or state law or regulation or municipal ordinance which impacts the employee's ability to function effectively as an employee.
 - 5. Any act that the District defines as misconduct in an employee manual which shall be prepared by the District. This section shall not be construed to require the District to have the MCU's approval regarding the contents of the employee manual.
- C. **Progressive Discipline.** Except for serious offenses that warrant suspension or

termination, the Board agrees to the concept of progressive discipline. Any of the acts of misconduct specified in Section B2 of this Article may be considered a serious offense, depending upon the circumstances.

1. Upon a first offense, officials may enter a letter of reprimand in the employee's official file. A copy shall also be given to the employee, who shall have the right to respond in writing and have the response attached to the letter or reprimand in the employee's file. The letter of reprimand shall remain in employee's file for one (1) year from date posted on the original letter. At the end of the one (1) year, if offense has not reoccurred the employee can request that the letter be removed. The letter of reprimand may or may not be removed from the file at the discretion of the Superintendent or his/her designee.
2. Upon repetition of the same or commission of a similar offense, officials may assess a three-day suspension against the employee.
3. Subsequent repetition of the same offense may result in either termination or a lengthy suspension, whichever the Board considers appropriate under the circumstances.

D. **Disciplinary Conferences.** When an administrator calls a conference with an employee which might lead directly to dismissal or possible disciplinary action against the employee, the following provisions shall be applicable:

1. The employee shall be informed in advance and in writing as to the purpose of the conference.
2. The employee has the right to be accompanied by someone, who may be a member of the MCU, at the conference.
3. Except circumstances warranting immediate action, the administrator will not take disciplinary action against the employee without first affording the employee an opportunity to respond to the matter being discussed.
4. If, after a disciplinary conference, an administrator takes disciplinary action against the employee, the administration shall provide the employee with written notification of the reason for the action.
5. Any disciplinary action taken against an employee shall be subject to the grievance procedure of this Agreement.

E. **Timing of Disciplinary Action.** In no instance shall disciplinary action be taken against an employee later than thirty (30) working days after the conduct giving rise to the action or in the following thirty (30) working days after the time the administration becomes aware of the action giving rise to the discipline. When disciplinary action stems from a series of unremedied instances on the part of the

employee, in no event shall notification be later than thirty (30) working days after observation of the last instance.

7. TRANSFERS*

A. The District may permanently transfer an employee to a different position when the following conditions are met;

1. The employee holds a position scheduled to be eliminated; and
2. There is a vacant position available.

If an employee is so transferred, he/she shall receive the pay assigned to the job to which the employee is transferred. However, the District shall have the right to permanently transfer an employee back to his/her original classification. If the employee is transferred to a higher classification, the employee shall receive the pay rate assigned to the higher classification.

B. Once an employee is permanently assigned to a position, he/she shall not be transferred involuntarily for purposes of discipline.

C. If possible, when transfers for staffing needs become necessary, the administration will attempt to find a qualified volunteer before an involuntary transfer is made. In the event of an involuntary transfer, the most qualified employee shall be transferred.

***NOTE:** To transfer is to move into a new position. Relocation is keeping the same job but working in a new location.

8. NO STRIKE PROVISION

During the term of this Agreement, employees shall provide continuous full and uninterrupted service to the Board in accordance with the school calendar adopted by the Board. Accordingly, during the term of this Agreement, neither the MCU, nor any of the employees it represents will instigate, promote, sponsor, or participate in any strike, sympathy strike, or picketing which interrupts the operation of the District, or any other intentional interruption of the operations of the District.

9. NO ILLEGAL DISCRIMINATION

The Board and the MCU agree that there shall be no illegal discrimination in the employment or promotion of personnel on the basis of age, sex, race, creed, national origin, or activity for or on behalf of the MCU.

10. GRIEVANCES

A. **Grievance Procedure.** A "grievance" is defined as an alleged violation, misinterpretation of misapplication of the terms of this Agreement.

B. Grievance Processing

1. A grievance must be put in writing and submitted to the immediate supervisor within twenty (20) working days from the time of the action or condition giving rise to the grievance.
2. The immediate supervisor shall answer the grievance in writing within ten (10) working days. If the committee is not satisfied with the response of the immediate supervisor, then the grievance may be carried forward, provided notification is given within ten (10) working days of receipt of notification from previous level, in the following order:
 - a. Building Principal
 - b. Director of Human Resources
 - c. Superintendent
 - d. Board of Education
3. If, by mutual agreement, any intervening level authority, by its nature could not be empowered to grant remedy to this grievance, that level may be omitted and the grievance may be advanced immediately to that level at which a remedy is possible.
4. Each level of authority in the District's administration shall answer the grievance in writing. At each stage of the grievance procedure, a meeting with the appropriate administrator and the grievant and union representative will be held to seek an acceptable settlement of the grievance. The time limits specify days to accommodate the grievance meetings.

C. **Arbitration:** If the grievance is not resolved satisfactorily within twenty (20) working days of the hearing before the Board, the MCU may submit the grievance to binding arbitration. Within five (5) working days following the MCU's appeal of the Board's decision, the Superintendent and the President of the MCU shall jointly request the American Arbitration Association to provide a list of five arbitrators. The representatives of the Board and MCU will alternately strike one name at a time from the list until only one shall remain. The remaining name shall be the arbitrator. In this selection procedure, the rules of the American Arbitration Association shall apply. The jurisdiction of the arbitrator is limited to:

1. **Disputes** involving an alleged violation, misinterpretation, or misapplication of the terms of this Agreement.
2. **Interpretation** of the specific terms of this Agreement which are

applicable to the particular issue presented to the arbitrator.

3. **Rendering a decision** or award which does not, in any way, modify, add to, subtract from, change or amend any term or condition of this Agreement and which does not conflict with any of the provisions of this Agreement.
4. **Providing a remedy** within the terms of this Agreement.

The arbitrator shall issue an opinion no later than ninety days after conducting a hearing on the grievance. Within his/her jurisdiction, the decision of the arbitrator shall be binding on all parties involved. The decision of the arbitrator shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall have no authority to add to, delete from, or change the terms of this Agreement. Expenses for the arbitrator service and the expenses which are common to both parties shall be borne equally by the Board and the MCU. Each party to an arbitration shall be responsible for compensating its own representatives and witnesses. Any grievance which is not advanced by the grievant or the MCU within the time line specified herein shall be deemed resolved at the last level at which it was timely advanced. Failure to advance a grievance in a timely fashion will result in a waiver of any additional advancement of the grievance, including its advancement to arbitration. An arbitrator will not have jurisdiction to consider a grievance that was not advanced in accordance with the time limits established herein unless otherwise agreed by the parties in writing.

11. PROBATIONARY PERIOD

Each new employee is considered to be on probation for a period of ninety (90) calendar days after starting employment. At the end of the ninety (90) calendar days probationary period the employee becomes fully vested in the benefit programs as defined in the Agreement. A probationary employee can be discharged without recourse to the grievance procedure. Performance records will be reviewed with probationary employees prior to the end of thirty (30) working days, prior to the end of sixty (60) working days, and then again prior to the end of the probationary period. 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. Seniority shall revert to date of hire by the Board upon completion of the probationary period.

12. SALARIES

- A. **Job Category.** The positions covered by this Agreement are as defined in Article I (B) of this Agreement. The job category for these positions, as determined by the Board of Education, are as indicated in attached Appendix "A". Job categories shall not be changed arbitrarily or capriciously. All category changes must be negotiated. A joint Board/Union committee shall be established to review and discuss issues

related to the categories of all unit positions. This committee shall meet at least once a year but may meet more often by mutual agreement.

- B. **Salary Schedules/Wage Increases.** The salaries for the positions covered by this Agreement are set forth in Appendix B for ten and twelve-month employees. Appendix C will reflect the rates of pay for extracurricular activities. Both Appendices are incorporated by reference herein.
- C. **Twelve Month Pay Option for Ten Month Employees.** Each ten-month employee shall receive a paycheck on alternate Fridays except at the end of the school year when a ten-month employee shall receive all remaining paychecks for the school year on the last day of the contractual work year. All ten-month employees shall be paid on a twenty-six (26) pay schedule.
- D. **Credit July 1 to November 30.** Employees hired from July 1 to November 30, will be given one full year of credit on the salary schedule for that school year.
- E. **Credit December 1 to June 30.** Employees hired from December 1 to June 30 will not be given any credit on the salary schedule for that year. However, they will receive prorated sick days and personal days.
- F. **Substitution Pay.** Any employee assigned to substitute for a clerical position while maintaining their own job responsibilities shall be compensated on an hourly basis at the higher-class rate of pay or 12.5% of their own hourly rate, whichever is greater. Compensation shall begin on the 11th working day of substitution retroactive to the first day of assuming the additional responsibilities. If employees are assigned to substitute for up to a four (4) hour shift, those hours will count as on-half (1/2) day toward accumulation of the eleven days. Any assignment longer than four (4) hours will count as one (1) full day toward the eleven (11) days.
- G. Distribution of payroll will be via direct deposit. All direct deposit paystubs and W-2 forms will be available electronically on the web employee portal.
- H. Any employee assigned to serve in a clerical position during summer school shall be paid seventeen dollars and fifty cents dollars (\$17.50) per hour.
- I. Operation Summer Help: Any staff selected to work during the summer, will be paid seventeen dollars and fifty cents (\$17.50) per hour.

13. BIDDING ON JOB VACANCIES

- A. **Posting.** All vacancies in permanent positions within the District shall be posted electronically on the District's internal website. Said position openings shall include a job description and remain posted for a period for five (5) working days. The Union

Representative in each building shall have a copy of all job descriptions for the clerical unit employees. Whenever a job description is changed by the Administration, a copy of the new job description will be sent to the Joint Board/Union Committee and the Morton Council Clerical Vice President.

Notice of all extracurricular activities available to clerical staff shall be sent electronically to all clerical staff. The opportunity to work an extracurricular event will be offered to all employees who signed up for the event on a rotating basis for each extracurricular activity type, except when those positions require special skills or qualifications, or are related to an employee's full-time position.

B. Bidding on Vacancies

Employees who wish to apply for a posted job vacancy must submit an electronic application via the District's selected electronic application system. The District will interview all inside candidates who apply for and meet the posted qualifications. The District will consider having the replacement trained by the current employee. All candidates shall be notified in writing of the hiring decision. Employees who apply for and are awarded the position for which they have applied shall be evaluated annually per Article XXVII.

14. LAYOFFS

If layoffs are necessary, this procedure will be followed:

- A. If a position is eliminated, the employee holding said position may assume another position if available.
 - 1. First, assume a vacant position within the employee's current classification, if any.
 - 2. Second, if no vacancy exists, "bump" the least senior employee in the same category if that person has less seniority than the employee holding the eliminated position.
 - 3. Third, if necessary, look to the next lower category, first for a vacant position, and if none, to a position occupied by an employee with less seniority. In such a case, the least senior employee in the category is bumped.
 - 4. Finally, continue as in #3 above until either a position is found, or all lower categories have been exhausted.
- B. Each employee bumped as a result of another employee's position being eliminated shall also have the right to bump in accordance with Section "A".

15. LOSS OF SENIORITY/JOB RIGHTS

An employee shall cease to have seniority/job rights in District 201 under any of the following circumstances:

1. **Resignation**;
2. **Dismissal** for cause;
3. Retirement;
4. Being on layoff or disability for a period of time equal to seniority at time of layoff or commencement of absence due to disability or for one year, whichever is less.

16. HOURS OF WORK

- A. **Work Year**. The work year is based on 260, 261 or 262 days of work depending on how many weekdays are in a fiscal year between July 1st and June 30th for twelve-month employees and 210 days of work for ten-month employees.
- B. **Work Week**. The work week for all full-time employees shall be thirty-eight and one-half (38 1/2) hours to be worked in four consecutive seven-hour and forty-five minute days, Monday through Thursday, and one seven and one-half (7 1/2) hour day on Friday. The work week for all part-time employees shall be less than thirty (30) hours per week.
- C. **Hours of Work**. The normal working hours shall be between the hours of 6:30 a.m. and 7:30 p.m. except as agreed upon by Administration and Union. No employee hired prior to July 1, 2024 will be required to work beyond 6:30 p.m.
- D. **Duty-Free Lunch and Breaks**. Each full-time employee shall be entitled to one thirty-minute duty free unpaid lunch break per day. This break shall not count towards the employee's seven and one-half hour workday. Each full-time employee shall be entitled to one twenty-minute duty-free break per day.
- E. **Overtime**. The District will have a centralized location in each high school posting all after hours work opportunities
 1. **Overtime Pay**. Employees will be paid overtime for work in excess of thirty-eight and one-half (38 1/2) hours per week at the rate of time and one-half the regular straight time hourly rate of pay.
 2. **Saturday Work**. All work performed on Saturday, in school, shall be paid for at the rate of time and one-half the regular straight time hourly rate of pay.
 3. **Sunday Work**. All work performed on Sunday, in school, or on a day which is declared a holiday under this Agreement, shall be paid for at the rate of double the regular straight time hourly rate of pay.
 4. **Time of Payment**. Pay due an employee for overtime work shall be paid to the employee no later than thirty (30) days after the employee has earned the overtime pay.
 5. **Overtime Approval**. All overtime work must be approved by the employee's immediate supervisor prior to the employee actually performing the overtime work, except in the case of an emergency or in order to handle unexpected parent or student issues.
- G. **Time Clocks**. All employees must clock in and out at a location predetermined by their supervisor when arriving and leaving work. Employees will be paid only for hours worked as

indicated by the timeclock records.

- H. **Sign Outs**: Personal, emergency and sick days, with approval from their immediate supervisor, may be used in increments of one (1) hour for unforeseen or uncontrollable circumstances.

I. **On parent-teacher conference days, employees may choose one of the following options:**

1. Option 1: Employee may begin their workday at the regular start time and work until the end of parent-teacher conference. The employee will have a day of non-attendance the following day, so long as it is a non-attendance day for students and teachers.
2. Option 2: Employee may begin and end their day at the regular time. The employee will work their regular hours the following day.

Employees must inform their supervisor no later than two weeks prior to parent-teacher conferences. Administration has the right to assign clerical staff who report to work on the non-attendance day for students and teachers to a work station that allows them to assist in the operation of the school (reception desk, dean's office, attendance, etc.).

17. SICK DAYS

- A. **Paid Sick Days**. Each full-time twelve-month employee shall be credited with twelve (12) paid sick days per year. Each full-time ten-month employee shall be credited with ten (10) paid sick leave days per year.
- B. **Notification to District**. An employee shall report her/his absence through the District-approved Attendance System at least one hour prior to the scheduled start time. If unable to access the Attendance System, an employee shall notify the Human Resources Office telephonically via the District attendance line prior to his/her scheduled starting time.

In the event of an emergency that occurs less than one (1) hour prior to the scheduled start time, the employee shall notify the Human Resources Office through the District-approved Attendance System or telephonically via the District attendance line as well as to his/her supervisor via phone, email, or textmessage.

Failure to report an absence will be considered an unexcused absence as required and shall be subject to investigation by the District.

- C. **Accumulation**. An employee's unused sick days shall accumulate from year to year with no cap.
- D. **Notification of Accumulated Days**. Each employee can access the District-approved Attendance System to verify the balance of his/her sick days.
- E. **Abuse of Sick Days**. Sick leave may only be used when an employee has an illness that prevents the employee from working, or when an employee is required to care for an ill member of the employee's immediate family. An abuse of sick leave shall be deemed to occur whenever sick leave is used for any other purpose. In cases of

suspected abuse of sick leave, the District may require evidence supporting the use of sick leave. In cases of absences of three or more consecutive work days due to illness or injury, the District may require a physician's statement certifying that the employee's condition prevented him/her from appearing for work, and indicating that the employee is fit to return to full duty. If the District requires a physician's statement from an employee, the District will reimburse the employee for the employee's examination by the physician if the physician determines that the employee's condition prevented the employee from appearing for work, to the extent that the employee's examination is not covered by insurance. In such a circumstance, the District's obligation to reimburse the employee will only be limited to the cost of examination, not to any tests or procedures undertaken during, or as a result of, the examination. Abuse of sick leave may result in discipline up to and including discharge. Abuse of sick leave may be evidenced by patterns of sick leave use, excessive numbers of days taken, or use of sick leave for inappropriate purposes. The District will maintain a record of each employee's absence. An incident of absence is defined as one day of non-attendance at work which invokes the use of a sick day or results in an unpaid absence. If an employee exceeds ten incidents of absence in a given work year, the employee may be subject to disciplinary procedures up to and including discharge, unless the employee has unusual health circumstances which the employee's supervisor deems warrant special consideration.

F. **Sick Leave Bank.** The Morton Council Union shall maintain a sick leave bank for council members who, as a consequence of a prolonged illness or hospitalization and recovery, have exhausted their accumulated sick leave. For the purpose of Article 17.F., member is defined as a dues paying member who has a signed membership form on file with the MCU. The Morton Council Sick Leave Bank is subject to the following guidelines:

1. All Council bargaining unit members will participate in the sick leave bank after the second year of continuous service.
2. The MCU Sick Leave Bank Committee will administer the sick leave bank. The committee will be composed of the Council President or designee, the Clerical Vice-President or designee, two (2) Certified staff appointed by the Morton Council Executive Board, and the Superintendent, or designee. The Superintendent or designee may not participate in a vote on the dispersal of days from the bank.
3. Each council member shall contribute three (3) sick days to the sick leave bank at the beginning of their third year of service. When two hundred fifty (250) days or less remain in the bank, the Union shall notify Human Resources and every Council member will contribute two (2) days to the bank.
4. No Council member will be able to withdraw days from the sick leave bank until their own accrued sick days, personal days and/or vacation days (if applicable) have been depleted and a request has been presented to the

Morton Council Sick Leave Bank Committee for sick leave bank withdrawal accompanied by a doctor's written verification of the Council member's medical condition.

5. Each clerical bargaining unit member will be eligible to withdraw from the sick leave bank a maximum of fifty (50) working days in any one school year, or enough school days to complete the school year, whichever is less. Sick leave bank days may not be used from one school year to the next for the same illness unless the clerical employee has returned to work for one full semester.
6. Each clerical bargaining unit member may use as many as fifty (50) sick leave bank days over a revolving twelve (12) month period.
7. A council bargaining unit member whose application for sick leave bank days is denied, may appeal the committee's decision to the full Morton Council Executive Board. The Executive Board's decision shall be final.
8. The Morton Council Union shall maintain the records of the Sick Leave Bank account. The Morton Council Union shall immediately provide a written report to the Human Resources Department upon issuance of sick leave bank days to a Morton Council Union employee. The Human Resources Department shall issue a written report of sick leave bank activity to the Morton Council Union President or designee on a quarterly basis. The Morton Council Union and the Human Resources Department shall meet annually in August to review the Sick Leave Bank and mutually agree on the status of the account. The Morton Council Union is responsible for rectifying any discrepancies between the District records and the Union records.

18. **PERSONAL AND BEREAVEMENT LEAVE**

- A. **Personal Days**. Each full-time employee shall be allocated two (2) personal days each school year. At the end of the school year, unused personal days will be converted into sick days and rolled over.

Personal days, in all cases except unforeseen emergency, requires at least two (2) days' advance notice in the District-approved Attendance System. Personal days are not to be used immediately before or after a holiday, vacation period, or during the first or last week of the school year. An emergency is an unforeseen circumstance directly affecting the employee or members of his/her household or endangering the employee's residence which requires immediate action. In the event of emergency, when personal days have been exhausted, the Superintendent may allow an additional personal day which shall reduce accumulated sick leave. Personal leave shall not be denied arbitrarily or capriciously.

- B. **Bereavement Leave.** Upon prior notification, absence of five (5) days will be allowed on account of death of a parent, spouse, or child, and absence of three (3) days on account of death of other members of immediate family. "Immediate family" as defined by the Illinois School Code, includes parents, spouse, brothers, sisters, children, foster children, adoptive children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians (105 ILCS 5/24-6).

Absence for approved bereavement will not be deducted from an employee's accumulated sick leave. In the event of an extenuating circumstance, the Superintendent may, at his/her discretion and without setting a precedent, grant additional bereavement leave. Bereavement days must be used within three (3) months of the death occurrence.

Attendance Incentives. Employees maintaining perfect attendance during the fiscal year will be allotted one (1) additional personal day. The additional personal day will not accumulate, but will be converted into accumulated sick days if not used. An employee will have perfect attendance when they do not call in sick between July 1 and June 30. A contribution of sick leave to the sick leave bank is not considered used sick leave.

Employees who use fewer than three (3) sick leave days during a semester (July 1 to December 31 or January 1 to June 30) will receive a four-hundred dollar (\$400) bonus per semester that the employee qualifies for the benefit. The bonus will be paid in a separate check and no later than the second pay date after the end of each semester.

If an employee qualifies for both Perfect Attendance stipends in one fiscal year, the employee will receive a bonus of two hundred dollars (\$200). This bonus will be paid with the second Perfect Attendance bonus.

19. HOLIDAYS

- A. **Joint Committee.** A Joint Union/Administrative Committee that meets in April prior to the school year will determine the holidays. Ten-month employees will receive thirteen (13) paid holidays, and twelve-month employees will receive fifteen (15) paid holidays. The holiday schedule will be distributed annually before the beginning of the school year, and will also be posted on a District website and/or central location within each building.
- B. **Additional Days.** In addition to the regular holiday schedule, each full-time employee will be given four (4) additional days off during the Winter break and three (3) additional days off during the Spring break period with full pay. An employee may take the seven (7) holidays in a different order during the Winter break period, and the Spring break period, with the approval of the Director of Human Resources.

Part-time employees shall have Thanksgiving, Christmas, New Year's Day, the Friday before Easter and Memorial Day as paid holidays, provided the employee has worked his/her regular hours on the last scheduled school day prior to the holiday and the first regularly scheduled day following the holiday.

20. VACATION

- A. **Accrual** - Twelve-month employees, starting July 1, 2014, shall earn vacation time in accordance with the following schedule: At the completion of:

1-6 years ten (10) days

7-10 years fifteen (15) days

11+ years twenty (20) days

Any twelve-month employee hired after July 1 will be allocated vacation days on a pro-rated basis. Ten-month employees, starting July 1, 2024, shall earn vacation time in accordance with the following schedule: At the completion of:

1-2 year(s) three (3) days

3+years.....five (5) days

Any ten-month employee hired after July 1, 2014 will be allocated vacation days on a pro-rated basis.

- B. **Cash Out/Carry Over Option.** Any vacation day that is not used by June 30th will be cashed out for all employees. If a twelve-month employee has accumulated vacation days, he/she may opt to carry up to five of the vacation days over for use in the following year and/or to receive payment for the balance of vacation days.
- C. **Scheduling Vacations.** Vacations shall be scheduled after July 1 on the basis of the vacation time earned during the twelve (12) months immediately preceding that date and must be taken prior to the following June 30. Ten month and twelve-month employees may take vacation during any time of the year when such absence does not conflict with the employee's job responsibilities, if approved by the employee's immediate supervisor and the Superintendent or his/her designee.

21. MILITARY RESERVISTS

Any military reservists required to take time off for reserve training will be allowed to use his/her vacation period for such reserve duty.

22. EMPLOYEE TRAINING/ EDUCATION

- A. **Required Training- Pay.** An employee may be required to attend training sessions from time to time for the purpose of learning more about his/her work. Such training sessions shall typically be held during regular work hours and the employees shall be paid the regular rate of pay for all hours spent in such sessions. Employees may also be required to participate in up to two (2) hours per year (no single session to last more than sixty (60) minutes) of onsite professional development held after the regular workday, paid at the employees' regular hourly rate. All expenses incurred by the employee attending such training sessions will be reimbursed by the Board.
- B. **Tuition Reimbursement.** The Board agrees to reimburse staff for the cost of tuition up to a maximum of \$250 per year for those courses which are related to developing or improving specific job skills. To be eligible for reimbursement, courses must be pre-approved by the Director of Human Resources and the applicant must provide

evidence of successful completion of the course with a passing grade.

- C. **Mandatory Job Training.** The District shall have the authority to require employees to attend mandatory training directly related to the employee's individual job. Employees may not use vacation or personal days on scheduled training days.
- D. **Clerical Education Program.** The District shall provide mandatory training to clerical members on designated institute days at least once per semester for the purpose of increasing the skills of MCU members.
- E. **Employee Training.** Employees who demonstrate knowledge and/or proficiency in a clerical-related skill will be provided an opportunity to train other employees. An employee chosen to present training will receive a one-time \$200 stipend to prepare to present the training to employees. A trainer will receive the stipend after the presentation is given. Stipends for each presentation shall be paid in addition to the regular hourly rate paid to all members to attend the training.
- F. **Training Available.** The District and MCU will develop a standing committee named the Training Committee. The Training Committee will include an equal number of Union members and administrators/designees. It will meet at least once a year before May to plan training that will be offered the following school year. The Training Committee will collect input from both clerical staff and Administration to decide what training will be offered. The committee will have clerical representation from each campus and District offices. Management retains the right to decide and assign required training.

23. LEAVES OF ABSENCE

Request for leave for full-time staff may be approved as follows:

- A. **Family and Medical Leave (FMLA).** The Board of Education agrees to adhere to all provisions of the Family Medical Leave Act (FMLA). In accordance with the FMLA, an employee may be eligible to take up to twelve (12) weeks of unpaid leave which will run concurrently with accumulated sick, personal and vacation days. Please refer to the J. Sterling Morton High School District 201 FMLA Procedures for details about eligibility and notification requirements.
- B. **Leave For Illness or Disability.** In the event that documented circumstances are presented which require a leave of absence for rest, recuperative or other unforeseen health reasons, and where the clerical member's Family and Medical Leave has been exhausted, the Board may grant a leave of absence due to illness or disability, not to exceed three (3) months after the Family and Medical Leave has been exhausted. The leave of absence shall run concurrently with accumulated sick, personal and vacation time, at no cost to the Board.
- C. **Maternity Leave.** A clerical member, who has entered his/her third (3rd) year of service, may submit a request for a Maternity/Child Rearing leave of absence. Leave under this section shall run concurrently with Family and Medical Leave. The Maternity/Child Rearing leave shall not exceed three (3) months after Family and Medical Leave has been exhausted and shall not be taken intermittently. The leave shall run concurrently with accumulated sick, personal and vacation time, at no cost

to the Board.

- D. **Personal Leave.** The Board may grant a personal leave of absence to an employee for a reasonable cause for any non-qualifying FMLA reason. Personal leave shall run concurrently with accumulated personal and vacation time and shall not exceed (6) months. Leave shall be without pay and at no cost to the Board once accumulated personal and vacation time has been exhausted.
- E. **Return from Leave of Absence.** Upon return from a leave of absence under Section A of this Article, the employee shall be guaranteed a comparable position and classification to the one he/she had prior to going on leave. The salary said employee shall receive will be the salary in effect for said position and classification upon his/her return from leave. Upon return from a leave of absence granted under Sections B, C or D of this Article, the Board will make reasonable efforts to place the employee in a comparable position and classification to the one he/she had prior to going on leave if the employee is qualified to assume that position. If no comparable position is available at the time of the employee's return to work, the Board shall retain the right to place that employee in a position of its choosing within the Clerical bargaining unit. The employee shall retain his/her seniority accrued prior to going on leave and shall be placed on the column of the salary schedule for the newly assigned job category.
- F. **Other Employment.** An employee shall not seek or accept other employment while on leave of absence.

24. **HEALTH & WELFARE**

The Board shall provide hospitalization, medical and major medical coverage for all qualified employees:

Qualified Employee. All fringe benefits described below shall be available only for full time employees, that is employees hired on a regular basis (10 or 12 month) throughout the year for more than six (6) hours a day. This shall result in no loss of fringe benefits for any employee already working in the district.

A. **Comprehensive Hospitalization Benefits**

- 1. The Board will provide hospitalization, medical, and major medical coverage for the staff as follows with exception that employees hired on or after July 1, 2022 shall have the option of HMO or BCO PPO coverage only:
 - a. Ninety-eight percent (98%) payment for single plan HMO coverage.

- b. Ninety-three percent (93%) payment of premium for HMO family insurance plan coverage for each school year.
- c. Ninety-four percent (94%) payment for single plan BCO PPO coverage. Employees on the traditional single PPO plan on June 30, 2022 may remain on the plan at eighty-six (86%) Board paid coverage.
- d. Eighty-nine percent (89%) payment for family plan BCO PPO coverage. Employees on the traditional family PPO plan on June 30, 2022 may remain on the plan at eighty-three percent (83%) Board paid coverage.
- e. Any employees with traditional PPO coverage after June 30, 2022 who elect a different plan may not return to traditional PPO coverage.
- f. There will be no preexisting conditions for new employees.
- g. The out of pocket expense for prescriptions is limited to \$10.00 per generic prescription, \$40.00 per formulary brand prescription, and \$60.00 per non-formulary brand prescription. The ninety (90) day mail order copayment structure shall be \$20.00 for generic prescriptions, \$80.00 for formulary prescriptions, and \$120.00 for non-formulary prescriptions.
- h. Upon retirement, a retiree may elect health insurance continuation coverage under the District's plan in accordance with IMRF rules and regulations. All costs associated with insurance continuation shall be the responsibility of the retiree.

BCO PPO	Tier 1	Tier 2	Tier 3
Coinsurance	90%	70%	50%
Deductible: (Single / Family)	\$500/\$1500	\$1000/\$3000	\$2000/\$6000
Total Out of Pocket; (Including Deductible)	\$1500/\$4500	\$3000/\$9000	\$6000/\$18000
Copays Apply to the Out of Pocket	Yes	Yes	Yes
Office Visit Copay:	\$25/\$50	\$50/\$100	Deductible, 50%
Telehealth	\$25	\$25	\$25
ER Copay	Deductible, 90%	Deductible, 70%	Deductible, 50%
Inpatient Hospital	Deductible, 90%	Deductible, 70%	\$0 copay, Deductible, 50%
Outpatient Surgery	Deductible, 90%	Deductible, 70%	Deductible, 50%

Clerical staff employed on or before July 1, 2024 who switch from single PPO or BCO PPO to HMO health insurance coverage in any year of this Agreement shall receive a two thousand five hundred dollar (\$2,500) one-time payment by the second pay date in February of that school year, and a five-hundred dollar (\$500)

one-time payment by the second pay date in February of the subsequent year.

Clerical staff employed on or before July 1, 2024 who switch from family PPO or BCO PPO to HMO health insurance coverage in any year of this Agreement shall receive a four thousand five hundred dollar (\$4,500) one-time payment by the second pay date in February of that school year, and a five-hundred (\$500) one-time payment by the second pay date in February of the subsequent year.

Clerical staff employed on or before July 1, 2024 who were previously enrolled in single PPO insurance and who switch to single BCO PPO health insurance coverage shall receive a One Thousand Seven Hundred Fifty Dollar (\$1750) one-time payment by the second pay date in February of the of that school year.

Clerical staff employed on or before July 1, 2024 who were previously enrolled in family PPO insurance and who switch to family BCO PPO health insurance coverage shall receive a Two Thousand Five Hundred (\$2,500) one-time payment by the second pay date in February of the of that school year.

Clerical staff employed after July 1, 2024 who do not enroll in the district's health insurance, or current staff members who disenroll or are not enrolled in the district's health insurance will receive a two thousand five hundred (\$2,500) annual payment. This annual payment will sunset upon expiration of this collective bargaining agreement unless the parties agree through negotiation of the successor agreement.

One-time payments shall sunset effective June 30, 2026.

This coverage is to include:

Comprehensive PPO hospital benefits: Common semi-private room allowance (C.S.P.), (See letter A on page 60) under the family plan, and in- and out-patient diagnostic services, and pre-admission services and \$250 deductible per day for up to three (3) days for each inpatient hospital admission to a maximum of \$1,250 annually for an individual covered under PPO.

Any emergency room visit by an individual covered under either plan, PPO and HMO, shall require a payment of \$250 per visit.

Surgical benefits: Payment of all the usual and customary charges, and in- and out-patient diagnostic services.

Maximum employee out of pocket expense of \$1,500; \$500 calendar year deductible per person (maximum three deductibles per family per year); 100% co-insurance for hospital; 80% co-insurance for medical and surgical (deleted because guaranteed by law).

Non-PPO hospital benefits are reduced by 20% and a higher out of pocket expense will apply.

All claims shall be subject to the right of reimbursement.

If an employee dies, the spouse will be provided family plan coverage with Morton's health carrier, at no cost to the Board, for one year.

Any change in health insurance carrier requires that the coverage remains equivalent. The Union will be consulted prior to bid acceptance to verify that coverage remains equivalent.

B. Insurance Committee.

1. The Board of Education and the MCU shall participate in an Insurance Committee. The Insurance Committee shall investigate proposed changes in insurance, monitor implementation, review cost containment and potential policies for possible consideration. The Insurance Committee is an advisory committee to the Board of Education. The Insurance Committee will be composed of equal numbers of MCU members appointed by the Union President and Board of Education representatives appointed by the Superintendent. The Insurance Committee will meet quarterly to make recommendations, if any, to the Board.

The Board of Education and the MCU shall participate in an Insurance Committee. The Insurance Committee shall investigate proposed changes in insurance, monitor implementation, review cost containment and potential policies for possible consideration. The Insurance Committee is an advisory committee to the Board of Education. The Insurance Committee will be composed of equal numbers of MCU members appointed by the Union President and Board of Education representatives appointed by the Superintendent. The Insurance Committee will meet quarterly to make recommendations, if any, to the Board.

C. Dental Insurance. The Board will provide dental benefit coverage as follows:

1. 100% payment for single plan coverage.
2. 100% payment for family plan coverage, less \$5 per month employee contribution. Dependent child will retain coverage until they reach their 25th birthday.
3. The terms of this coverage shall be as follows:

Deductible (annually)	\$50
Maximum per year (annually)	\$1,500
Preventive (no deductible; part of maximum per year)	100%
Primary (included in maximum per year)	80%
Major (included in maximum per year; dental implants included)	50%
Ortho Maximum (lifetime per family member up to age 19)	\$1,500

- D. **Life Insurance.** The Board agrees to provide each employee, after one (1) year of service at Morton, term life insurance and accidental death and dismemberment insurance in an amount equal to one times their base salary rounded to the nearest \$1,000 with a minimum of \$20,000 and a maximum of \$50,000. Upon the attainment of age sixty-six (66) the face value of the policy is reduced thirty-five (35) percent to age seventy (70) and fifty (50) percent at age seventy.

All life insurance is terminated on the final day of employment at Morton or after one (1) year on disability. All employees shall be given the opportunity to purchase additional amounts of insurance on a payroll deduction.

- E. **Disability Insurance.** Disability insurance shall be provided by IMRF when an employee has contributed into IMRF for twelve (12) consecutive months.

- F. **Pick Up of Employee Contribution to IMRF.** The Board shall pick-up and pay out of the employee's earned compensation four and one-half percent (4 1/2%) of said amount to IMRF. The Board will pick up and pay any increase to the employee's required contribution to IMRF up to one-half percent (.5%) per year.

It is the intent of the parties by this Agreement to qualify these payments as employer payments under Section 414(h) of the Internal Revenue Code. Employees shall have no right or claim to the amount so remitted except as they may subsequently become available upon retirement or resignation from the Illinois Municipal Retirement Fund.

The MCU and each employee will indemnify and hold harmless the Board, its members, its agents and its employees from any and all claims, demands, actions, complaints, suits or other liability by reason of a faithful payment of contributions to the Illinois Municipal Retirement Fund pursuant to the provisions of this Section. No claim, demand, action or suit asserting liability of the Board and/or the MCU shall be settled or comprised in any manner without the express written consent of both parties.

If it is hereinafter determined that the Board's pick-up and payment of the aforementioned employee contributions to the Illinois Municipal Retirement Fund is void or unenforceable as a result of any law, court decision, and/or federal or state administration action, the parties shall promptly meet for the specific purpose of negotiating a lawful substitute for the provision found to be void or unenforceable.

25. RETIREMENT

- A. **Eligibility for MCU Retirement Plan:** A regularly employed member of the MCU bargaining unit who is eligible for IMRF retirement and has twenty (20) years of service with the district may submit a letter of intent to retire to the Board prior to December 31. The employee would have the option of selecting a one (1) to four (4) year retirement plan.

All applicants who apply for retirement shall be bound by their decision to participate. Retirees may be considered for substitution within the District, total of hours of work will not exceed the limits established by IMRF.

- B. **Computation of Retirement Pay.** For the purpose of computing retirement pay, an employee shall be credited with one (1) year of service on the anniversary date of his/her date of hire for each year of employment with the District.

Each employee that qualifies shall receive payment of \$550 for each year of recognized service at Morton.

Each employee that qualifies shall receive payment for any unused vacation days which the employee has accrued and is required to receive payment for after his/her retirement.

- C. **Insurance**

Employees eligible for IMRF retirement are entitled to the following medical insurance payment:	
Years of service	Percent of insurance coverage eligible:
20 years or more of employment with the District.	Reimbursement of the dollar equivalent of forty-five percent (45%) of the cost of health insurance coverage which teachers would pay to the Illinois Teachers' Retirement Insurance Plan (TRIP) on an annual basis. Reimbursement shall be provided no later than the September 1 immediately following the fiscal year of coverage after receipt of proof of payment to an insurance carrier of the retiree's choosing other than the District health insurance plan. The retiree shall receive this retirement benefit for five (5) years or when Medicare eligible, whichever first occurs.

- D. **Tax Shelter Annuity (403b)**

Clerical employees shall be permitted to participate in the District's tax sheltered annuity program (403b).

The Board shall match each Clerical employee's individual, annual 403b contribution up to one percent (1%) of the Clerical employee's annual base salary. District contributions will be made on June 30th of each school year.

E. Retirement Plan (MCU)

Employees considering retirement can contact the Business Office for assistance and information concerning the individual retirement package.

26. PERFORMANCE EVALUATIONS

- A. **Informal Conferences.** The MCU and the District encourage periodic informal evaluation conferences between the employee and his/her Supervisor to discuss work performance, job satisfaction, work-related problems and the work environment. If work performance problems are identified, the Supervisor shall attempt to offer constructive suggestions to aid the employee in resolving the problem.
- B. **Written Evaluations.** The District intends to conduct ongoing evaluations as provided above. In addition, the District may prepare, at a minimum, biennial evaluations on regular employees.

Written evaluations with supporting evidence shall be prepared by the employee's supervisor who is outside the bargaining unit who either has first-hand knowledge of the employee's work or has discussed and received recommendations from someone who does. The evaluation shall be discussed with the employee and the employee shall receive a copy of the written evaluation by April 1 and sign the evaluation in recognition of having read it. The employee's signature shall not constitute agreement with the evaluation. The employee may make written comments directly related to the evaluation. Written comments made by the employee shall be attached to the evaluation if submitted to the District within five (5) working days of the evaluation meeting.

- C. **Unsatisfactory Evaluation.** An employee receiving an unsatisfactory evaluation shall be given a specific goal(s)/plan(s) remediation package. The employee subject to a remediation plan shall have the right to consult with his/her Union representative.

Said employee shall be re-evaluated after eight (8) weeks to determine if he/she has been successfully remediated. This remediation period will include a meeting halfway through the eight (8) weeks to see if employee is advancing as planned, and then again at the end of the eight (8) weeks to see if this remediation plan was completed.

1. If the employee has been remediated, he/she shall be re-employed the next school year but shall not advance to the next step on the salary schedule for that entire year. Said employee will be re-evaluated the next school year and, if the evaluation is rated satisfactory or better, the employee will return to the biennial cycle for evaluation and advance one (1) step on the salary schedule the year following the re-evaluation.
2. If the employee has not successfully remediated his/her performance per the remediation plan, the employee shall be terminated.

An employee may not be offered a remediation plan two (2) consecutive years. If an employee is successfully remediate, then receives an unsatisfactory rating in the re-evaluation year, the employee will be terminated at the conclusion of the re-evaluation year.

27. PERSONNEL FILE

- A. **Access**. Each employee will be allowed access to his/her personnel file in accordance with the Illinois Personnel Record Review Act, 820ILCS 40/1.
- B. **Material in Files**. No material relative to an employee's conduct, service or personality shall be placed in the official file unless the employee has had an opportunity to read the material. The employee shall acknowledge that he/she had read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely indicates that he/she has read its contents. If he/she refuses to sign a copy for filing, such shall be noted and the material filed within five (5) working days after a reminder notice has been sent to the employee. The employee shall also have the opportunity to respond to the material within five (5) working days. Such response shall be attached to the material being placed in the employee's file.
- C. **Evaluation Report**. A copy of each employee's evaluation report(s) shall become a permanent part of his/her personnel file.
- D. **Performance Evaluation**. A performance evaluation form should be provided for a personal discussion with his/her immediate supervisor on the rating prior to its being placed in the employee's personnel file.
- E. A skills test must be taken by any applicant/employee prior to his/her being hired for a job within the Clerical Union. The results of the skills test shall be contained in the employee's personnel file. Any employee must take a skills test prior to a change in position to a higher category to ensure the employee's minimum competency for his/her job. When a dispute occurs between an internal and external candidate regarding a skills test score, the MCU Vice President can, at the request of the internal applicant, receive a copy of the internal applicant test score.

28. MISCELLANEOUS

- A. **Summer Lunch Room.** An area equipped with refrigerator and microwave oven will be made available and maintained for use by staff working during the summer.
- B. **Travel Reimbursement.** Whenever any employee must travel at the Administration's request on school business in their own vehicle, reimbursement for mileage will be provided at the same rate given the certified staff.
- C. **Waiver of District Fees.** MCU members whose children are students attending District schools and who do not qualify for State waivers shall not be charged registration fees, summer school fees, and night school fees. However, this does not include Driver Education, summer camps and programs.
- D. **MCU Bulletin Board.** The MCU shall be provided a bulletin board for its exclusive use in each of the high schools. The location shall be agreed upon by the MCU and the Assistant Superintendent of Human Resources and/or the Building Principal.
- E. **Newly Created Position Voice:**
An Ad Hoc Committee will be formed to verify the job description for any newly created position before the position is presented to the Board of Education for approval.
- F. **Acceptable Attire:** The District and Union agree clerical employees will dress in a professional manner. Dress shall be "business casual," or a manner appropriate to the assignment. Jeans which are not torn nor faded are permitted with Morton Spirit Wear on spirit days designated by Administration, full and half-day institutes, and days schoolwide may wear jeans or be out of student uniform. On such days, Morton Spirit Wear must be the outermost layer of the employee's attire.
- G. **Extra-Curricular Activity:**
Extra-curricular activities are centralized, and the volunteer list is kept current to accurately rotate work opportunities amongst all District employees. To volunteer to work an after-hour assignment, an employee must complete an After Hour Employment Opportunities form and submit the form to the Human Resources office for each semester you wish to work. All assignments will be made on a reasonable and equitable basis.
- H. **Courtesy in Relationship:**
The basis of professional relationships between clerical staff and administrators shall be one of common courtesy and mutual respect at all times.

I. **Support of Staff:**

All available resources will be utilized to help orient new clerical staff. Each staff member will have the full assistance, advice, and support of supervisors and administrators in successfully fulfilling their job requirements.

J. **Translation:**

Clerical members who are required by administrators to act as translators or interpreters for previously scheduled meetings, conferences or other events shall be compensated at ten dollars (\$10.00) for every hour added to the clerical member's hourly rate (time rounded to the nearest half-hour). If a clerical member is required to act as a translator or interpreter on an unscheduled basis and the employee is taken away from their regular duties, the employee shall only be compensated for time in excess of twenty-five (25) minutes at a rate of ten dollars (\$10.00) for every hour retroactive to the beginning of the meeting added to their hourly rate (time rounded to the nearest half hour). Clerical employees may request additional work hours to replace lost time from interpreting on an unscheduled basis. Requests must be approved by the supervisor.

K. **Drug Testing:**

All new bargaining unit employees shall be subject to a drug test upon being approved for hire by the Board of Education. All bargaining unit employees shall be subject to random drug testing throughout their employment with the District. Finally, any bargaining unit employee who is injured while working may be required to submit to a drug test within two (2) hours of the inquiry.

Starting January 2024, all bargaining unit employees shall be subject to random drug testing to occur no more than once over a span of any two (2) school years. Testing shall take place during the workday at a Board approved site and during which the employee shall be fully paid without loss of paid leave. A random positive test for marijuana, so long as it is not legal under Federal Law, may result in discipline. However, a positive marijuana test shall not be considered a serious offense if the employee who has been randomly selected for testing acknowledges marijuana use prior to the test and agrees to drug counseling and a subsequent drug test. Testing positive for a doctor-prescribed medication being taken in accordance with prescription shall not result in discipline.

29. **ENTIRE AGREEMENT**

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 MCU, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement, including the impact of the Board's

exercise of its right as set forth herein on wages, hours, or terms and conditions of employment, 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.

This Agreement is entered into by the Board of Education of the J. Sterling Morton High School District Number 201, County of Cook, State of Illinois and the Morton Clerical Union.

APPENDIX A

Job Categories

Category A

Registrar	
Payroll Clerk*	Secretary to SPED Director
Athletic Secretary	Principal's Secretary
MRDS Secretary	Assistant Athletic/Student Activities Secretary
LSS Secretary	
Asst. Payroll Clerk	

Category B

A.P. Secretary	Secretary to A.P. Operations (E&W)
Food Service Secretary	Bookstore Cashier Clerk
Assistant Registrar	Maintenance Secretary
SPED Secretary (E & W)	Records/Transcriptions Clerk
Assistant Bookkeeper	LSS Asst. Secretary
District Records Clerk	Principal's Assistant Secretary
Guidance Secretary	Medical Secretary

Category C

Dean's Office Secretary	Library/AV (FC)
Copy Clerk/Operations (E & W)	Library Clerk
Attendance Secretary/Clerk	AV Secretary
Switchboard Operator/HR Clerk	FC Multi-Purpose Clerk
Library Secretary	Receptionist (E & W) (added as District determines need)

*The District, at its discretion, may offer a new hire for the Payroll Clerk position up to an additional 50% differential applied to that employee's annual base salary for those who hold a degree and/or have verified substantial work-related experience related to the position.

Hourly Salary

Night School Secretary (shall receive same annual pay increase as all other employees).

Each member whose job category does not move up a level will receive a one-time payment of \$225 on the final paycheck of the 2024-2025 school year.

Labor-Management Committee for Job Descriptions and Categories:

The Union and the Administration agree to create a committee to review and revise job descriptions and categories. The Committee shall have an equal number of Union and District members. The Committee will make a joint recommendation to the Board with any changes, additions, or deletions to the job descriptions/titles/categories by May 30, 2025

The affected employees will be notified in writing two (2) weeks prior to the implementation of a revised job description, unless circumstances necessitate sooner implementation. Each employee covered by this Agreement shall be given a revised category and/or job description for their position which summarizes the essential functions of the job by June 30, 2025. "Other duties as assigned" shall mean responsibilities related to their job title.

Any changes being considered to the job descriptions, categories, and/or titles thereafter that involve significant additions or deletions of duties will be presented to the Union President(s). The Union and the District will discuss through the Committee in order to make a joint recommendation to the Board with any changes, additions, or deletions to the job descriptions/titles/categories.

APPENDIX B
SALARY SCHEDULES
2024-25 Annual Salaries

2025 10-Month Annual Salaries			
	C	B	A
Step			
0	29,453	31,633	33,815
1	30,309	32,553	34,798
2	31,052	33,351	35,651
3	31,775	34,128	36,481
4	32,398	34,797	37,197
5	32,716	35,138	37,561
6	33,199	35,658	38,116
7	33,690	36,184	38,679
8	34,187	36,719	39,251
9	35,554	38,188	40,822
10	36,622	39,334	42,047
11	38,088	40,908	43,727
12	38,614	41,435	44,256
13	39,144	41,965	44,787
14	39,767	42,588	45,409
15	40,299	43,119	45,940
16	40,825	43,646	46,467
17	41,450	44,271	47,091
18	41,978	44,799	47,620
19	42,508	45,329	48,150
20	43,132	45,953	48,763
21	43,660	46,481	49,303
22	44,189	47,011	49,832
23	44,813	47,634	50,454
24	45,342	48,164	50,985
25	45,871	48,692	51,512
26	46,495	49,317	52,138
27	47,024	49,845	52,665
28	47,553	50,375	53,196
29	48,177	50,998	53,818
30	48,706	51,528	54,349
31	49,235	52,056	54,876
32	49,860	52,682	55,504
33	50,389	53,210	56,032
34	50,918	53,740	56,562
35	51,542	54,363	57,184
36	52,070	54,892	57,714
37	52,599	55,420	58,242
38	53,226	56,046	58,867
39	53,752	56,573	59,395

2025 12-Month Annual Salaries			
	C	B	A
Step			
0	36,288	38,976	41,663
1	37,344	40,109	42,874
2	38,259	41,093	43,925
3	39,150	42,049	44,948
4	39,917	42,874	45,829
5	40,507	43,507	46,506
6	41,105	44,149	47,194
7	41,712	44,802	47,891
8	42,329	45,465	48,599
9	44,022	47,284	50,543
10	45,343	48,701	52,058
11	47,158	50,650	54,142
12	47,810	51,303	54,797
13	48,466	51,958	55,452
14	49,239	52,731	56,225
15	49,895	53,388	56,881
16	50,548	54,041	57,535
17	51,322	54,815	58,308
18	51,976	55,469	58,963
19	52,633	56,126	59,618
20	53,404	56,896	60,376
21	54,060	57,553	61,045
22	54,714	58,208	61,701
23	55,487	58,980	62,472
24	56,141	59,635	63,128
25	56,798	60,290	63,783
26	57,569	61,063	64,556
27	58,225	61,717	65,210
28	58,879	62,373	65,865
29	59,653	63,146	66,638
30	60,306	63,800	67,292
31	60,962	64,455	67,948
32	61,734	65,228	68,722
33	62,391	65,883	69,376
34	63,044	66,537	70,030
35	63,818	67,310	70,803
36	64,472	67,966	71,460
37	65,128	68,621	72,115
38	65,901	69,394	72,887
39	66,555	70,048	73,542

2025-26 Annual Salaries

2026 10-Month Annual Salaries			
	C	B	A
Step			
0	30,335	32,581	34,828
1	30,923	33,212	35,502
2	31,822	34,178	36,535
3	32,602	35,015	37,430
4	33,361	35,831	38,302
5	34,015	36,533	39,053
6	34,348	36,892	39,435
7	34,856	37,437	40,018
8	35,371	37,990	40,609
9	35,893	38,552	41,210
10	37,328	40,094	42,859
11	38,449	41,297	44,145
12	39,988	42,949	45,909
13	40,541	43,502	46,465
14	41,098	44,059	47,022
15	41,751	44,713	47,675
16	42,309	45,271	48,232
17	42,862	45,824	48,786
18	43,519	46,480	49,441
19	44,073	47,034	49,997
20	44,630	47,591	50,552
21	45,285	48,246	51,196
22	45,839	48,800	51,763
23	46,394	49,357	52,318
24	47,049	50,011	52,972
25	47,605	50,567	53,529
26	48,160	51,121	54,083
27	48,815	51,778	54,739
28	49,371	52,332	55,293
29	49,926	52,889	55,850
30	50,581	53,543	56,504
31	51,137	54,099	57,061
32	51,692	54,653	57,615
33	52,348	55,311	58,274
34	52,904	55,865	58,828
35	53,459	56,422	59,384
36	54,114	57,076	60,037
37	54,668	57,631	60,594
38	55,224	58,185	61,148
39	55,882	58,843	61,804

2026 12-Month Annual Salaries			
	C	B	A
Step			
0	37,375	40,143	42,910
1	38,099	40,921	43,742
2	39,207	42,111	45,014
3	40,168	43,143	46,117
4	41,103	44,148	47,191
5	41,909	45,013	48,116
6	42,528	45,678	48,827
7	43,156	46,353	49,549
8	43,794	47,038	50,281
9	44,441	47,733	51,024
10	46,219	49,643	53,065
11	47,606	51,132	54,656
12	49,511	53,178	56,843
13	50,196	53,863	57,531
14	50,884	54,551	58,219
15	51,696	55,363	59,031
16	52,385	56,052	59,719
17	53,070	56,737	60,406
18	53,883	57,550	61,217
19	54,570	58,237	61,905
20	55,259	58,926	62,593
21	56,068	59,735	63,388
22	56,758	60,425	64,091
23	57,444	61,112	64,779
24	58,256	61,923	65,590
25	58,943	62,611	66,278
26	59,632	63,299	66,966
27	60,442	64,110	67,777
28	61,130	64,797	68,464
29	61,817	65,485	69,152
30	62,630	66,297	69,964
31	63,315	66,983	70,650
32	64,004	67,671	71,338
33	64,815	68,483	72,151
34	65,504	69,171	72,838
35	66,189	69,858	73,525
36	67,002	70,669	74,336
37	67,689	71,357	75,025
38	68,378	72,045	75,713
39	69,190	72,857	76,524

2026-27 Annual Salaries

2027 10-Month Annual Salaries				2027 12-Month Annual Salaries			
	C	B	A		C	B	A
Step				Step			
0	31,243	33,557	35,871	0	38,495	41,346	44,196
1	31,849	34,207	36,566	1	39,240	42,147	45,052
2	32,466	34,869	37,274	2	40,000	42,963	45,924
3	33,410	35,883	38,358	3	41,164	44,212	47,260
4	34,228	36,763	39,298	4	42,172	45,296	48,418
5	35,025	37,619	40,213	5	43,154	46,351	49,545
6	35,712	38,356	41,001	6	44,001	47,259	50,517
7	36,062	38,733	41,403	7	44,650	47,958	51,263
8	36,595	39,305	42,015	8	45,310	48,666	52,021
9	37,136	39,886	42,636	9	45,979	49,385	52,790
10	37,684	40,475	43,266	10	46,659	50,115	53,570
11	39,191	42,095	44,997	11	48,525	52,121	55,713
12	40,368	43,358	46,348	12	49,982	53,683	57,383
13	41,983	45,093	48,200	13	51,981	55,831	59,680
14	42,564	45,673	48,783	14	52,701	56,551	60,402
15	43,148	46,257	49,368	15	53,423	57,273	61,124
16	43,835	46,944	50,054	16	54,275	58,125	61,977
17	44,421	47,530	50,639	17	54,999	58,849	62,699
18	45,001	48,110	51,221	18	55,719	59,569	63,420
19	45,690	48,799	51,908	19	56,572	60,422	64,272
20	46,272	49,381	52,492	20	57,293	61,143	64,994
21	46,857	49,966	53,075	21	58,017	61,867	65,717
22	47,544	50,653	53,751	22	58,866	62,716	66,551
23	48,126	51,235	54,346	23	59,590	63,440	67,290
24	48,709	51,820	54,929	24	60,311	64,162	68,012
25	49,397	52,506	55,615	25	61,163	65,013	68,863
26	49,980	53,091	56,200	26	61,884	65,735	69,585
27	50,563	53,672	56,782	27	62,607	66,457	70,307
28	51,251	54,362	57,471	28	63,458	67,310	71,159
29	51,834	54,943	58,052	29	64,181	68,030	71,880
30	52,417	55,528	58,637	30	64,901	68,753	72,603
31	53,105	56,214	59,323	31	65,755	69,605	73,455
32	53,688	56,799	59,908	32	66,475	70,326	74,176
33	54,271	57,381	60,490	33	67,198	71,048	74,898
34	54,961	58,071	61,181	34	68,049	71,900	75,752
35	55,544	58,653	61,763	35	68,773	72,623	76,472
36	56,127	59,237	62,348	36	69,492	73,344	77,193
37	56,815	59,924	63,033	37	70,346	74,196	78,046
38	57,396	60,507	63,617	38	71,067	74,918	78,769
39	57,980	61,089	64,199	39	71,790	75,640	79,491

APPENDIX C
Extra-Curricular Salaries

HOURLY RATE JOB
SCHEDULE
\$23/HOUR

Ticket Sellers
Ticket Takers
Pass Gate Attendant
Timekeeper/Scorekeeper/Announcer
Starter/Judges/Clerks
Downers Marker Operator
Faculty Supervision (home)
Faculty Supervision (away)
Supervisor of Workers
Scouting
Photographer (home/1 game)
Photographer (away/1 game)
Combination Ticket Seller/Ticket Taker
Invitational (all workers, morning & afternoon)
Invitational (all workers, morning or afternoon only)

*Above flat rate job schedule applies by sport -	
PER GAME:	Football, Boys & Girls Soccer, Boys & Girls Basketball, Baseball, Softball
PER MATCH:	Golf, Boys & Girls Tennis
PER MEET (PER LEVEL):	Boys & Girls Volleyball, Girls Bowling, Girls Badminton, Boys & Girls Water Polo
PER MATCH/MEET/TOURNAMENT:	Wrestling
PER COMPETITION:	Cheerleading, Pom Poms
PER INVITATIONAL:	Boys & Girls Track

ADDITIONAL SEMESTER REMUNERATIONS

Stipends, unless otherwise indicated, will increase by the same base percentage increase as salaries each year for the term of this contract.

Yearbook Advisor	1/6th overload or 1 release period		
Newspaper Advisor	1/6th overload or 1 release period		
PER ASSIGNMENT:	2024-2025	2025-2026	2026-2027
Auditorium Manager/Tech Director	1 release period		
IHSA Play Director/Winter Production	\$3,526.40	\$3,688.61	\$3,909.93
IHSA Play Tech Director/Winter Production	\$2,911.22	\$3,045.13	\$3,227.84
IHSA Reader's Theater Director/Winter Production	\$3,526.39	\$3,688.60	\$3,909.92
Musical Production Director	\$3,806.80	\$3,981.91	\$4,220.83
Musical Production Tech Director	\$3,135.52	\$3,279.76	\$3,476.54
Properties Manager	\$2,958	\$3,094.07	\$3,279.71
Review Production Director	\$3,358.12	\$3,512.60	\$3,723.35
Review Production Tech Director	\$2,799.03	\$2,927.78	\$3,103.45

Student Handbook Advisor	\$234.87	\$245.68	\$260.42
Tech Director	\$2,799.03	\$2,927.78	\$3,103.45
Print Production (per semester)	\$2,292.55	\$2,398.00	\$2,541.88
PER HOUR:	2024 - 2025	2025- 2026	2026- 2027
Class Substitution	\$38.56	\$40.34	\$40.34
Curriculum Work	\$30.89	\$32.31	\$34.25
Driver's Education	\$43.21	\$45.19	\$47.90
Guidance	1/1,138 times salary schedule		
Homebound Instructor	\$38.56	\$40.34	\$42.76
LAPDC	\$30.89	\$32.31	\$34.25
SIP - 1500 hrs/building (major campus) or 20% CSR gr	\$30.89	\$32.31	\$34.25
Registration	\$18.24	\$19.08	\$20.23
Saturday Supervision	\$35.51	\$37.14	\$39.37
Test Monitor	\$35.51	\$37.14	\$39.37
Theater Manager - Outside Activities	1 and 1/2 times substitute pay		

Theater Production Manager	\$38.56	\$40.34	\$42.76
Theater Production Manager Assistant	\$38.56	\$40.34	\$42.76
Work Study Coordinator	1/1,138 times salary schedule		
Interpreting during meeting (IEP meetings, parent meetings, assemblies, etc)-rounded up to the nearest half hour	1/185 of salary divided by 6 per hour	1/185 of salary divided by 6 per hour	1/185 of salary divided by 6 per hour
Summer Camp	\$34.14	\$35.71	\$37.86
Summer Camp Supervisor (1 coach per 15 paid students, after 45 students the head coach or designee will be paid at a supervisor higher rate)	\$37.08	\$38.78	\$41.11
SUMMER SCHOOL/NIGHT SCHOOL (60 HOURS EACH):			
Night School (per course)	\$2,546.92	\$2,664.08	\$2,823.92
Summer School (per session)	\$2,546.92	\$2,664.07	\$2,823.92

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