

AGREEMENT Between

THE BOARD OF EDUCATION

**COMMUNITY CONSOLIDATED SCHOOL DISTRICT 47
CRYSTAL LAKE, ILLINOIS**

and

SERVICE EMPLOYEES LOCAL NO. 73

July 1, 2019 through June 30, 2024

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ARTICLE I - PURPOSE

The purpose of this agreement is to promote and develop good working relationships between the Board of Education, the Administration, and its non-supervisory custodial and maintenance employees. The agreement is to establish, insofar as practicable, matters of salaries and fringe benefits, matters directly related to working conditions, and procedures for the orderly settlement of grievances or disputes between the administrative staff and employees.

There shall, under this agreement, be no discrimination of employees because of race, creed, sex, age, handicap, national origin, citizenship or Union membership or activity. The use of "he" "him" or "her" in this agreement is not intended to be discriminatory. All such references shall represent a person of either sex.

ARTICLE II - RECOGNITION

The Board of Education of Community Consolidated School District 47, Crystal Lake, Illinois, herein referred to as "the Board", hereby recognizes Service Employees Local No.73, an Affiliate of Service Employees International Union, hereinafter referred to as "the Union", as the sole and exclusive bargaining agent for all full-time custodial and maintenance employees and regular part-time custodial and maintenance employees working a minimum of six hundred (600) hours per year employed by Community Consolidated School District 47, excluding all other employees, including, but not limited to, all short-term employees (i.e. those employed on a temporary or seasonal basis and student employees); security employees; and all supervisory, managerial, administrative, confidential and craft employees as defined in the Illinois Educational Labor Relations Act.

ARTICLE III - MANAGEMENT RIGHTS

The Board as employer shall not be required to bargain over matters of inherent managerial policy, which shall include such areas of discretion or policy as the functions of the employer, standards of services, its overall budget, the organizational structure and selection of new employees and direction of employees. The Board, however, shall be required to bargain collectively with regard to policy matters directly affecting wages, hours and terms and conditions of employment as well as the impact thereon upon request by the Union.

It shall be the duty of all employees covered by this agreement to comply with all work rules and regulations issued by the Board, regardless of whether such rules or regulations are expressly set forth in this agreement.

ARTICLE IV - UNION SECURITY/REPRESENTATION

Section 1. Check-off

Upon receipt of a voluntarily signed written dues authorization card from an employee covered by this agreement, the Board shall, during the term of this agreement, deduct the uniform bi-weekly Union dues, voluntary assessments, and uniform initiation fees of such employees from their pay and remit such deductions to the Secretary-Treasurer of the Union.

The Union shall indemnify the Board and hold it harmless against any and all claims, demands, suits, legal costs or other forms of liability, monetary or otherwise, arising out of, or by reason of, any action taken by the Board at the direction of the Union for the purpose of complying with the provisions of this Article.

Section 2. Representation

(a) For the purposes of representation in negotiations and in the grievance procedure, the Board recognizes six (6) Union stewards/committee persons. Members of the Grievance Committee and Stewards shall be compensated at their regular rate of pay for any working time lost in attending grievance meetings held with the Board pursuant to the grievance procedure. Reasonable time without loss of compensation shall be granted to the Chief Steward for investigating specific grievances, provided that such time is reasonably necessary and the steward has obtained prior approval from the Superintendent or his designee before leaving his assigned duties.

(b) The Union will keep the Board informed in writing concerning current officers and representatives of the Union. The Union representative will notify the Director of Operations in advance of his presence in the District for the purpose of representation.

(c) The Superintendent or his/her designee(s) may meet with a Union employee committee once per semester to discuss matters affecting labor-management relations upon the request and two week notice by either party.

(d) The Board shall permit the Union to post announcements and other communications on bulletin board space that is already made available by the Board for the general use and benefit of its employees.

(e) The union shall have the right to hold general membership meetings before or after school on school district property, provided such meetings do not interfere with any aspect of the instructional program and provided that if such meetings entail additional maintenance or custodial expenses, the union shall pay such expenses. Application for such use shall be submitted to the principal of the building at least twenty-four (24) hours in advance of the intended time of use. If the meeting shall involve more than twelve (12) persons and less than ninety (90) percent of those attending are employees of the district, a request for permission to use the building shall be made through the business office at least forty-eight (48) hours in advance of the time of intended use, and such request shall be processed in accordance with board policy. In cases of emergency the above time limitations may be suspended.

(f) Appropriate union members shall have the right to use, on site, district office equipment, e-mail, and other types of media, when approval for such use has been granted by the administrator responsible for such items. The union shall pay for any materials or supplies used, and repair costs if needed.

(g) Matters related to labor relations shall not be discussed in the presence of students.

(h) Authorized union members may use district mailboxes for union business such as meetings, election information, and notices of educational or social activities. The public address system may also be used before or after school by authorized representatives with permission. Such representatives shall be provided to the Superintendent of Schools each September by the union. All union notices will be identified as such.

(i) The union and individual employees are prohibited from engaging in union-related solicitation of employees during working time, or otherwise interfering with employees' ability to perform their job duties during working time.

Section 3. New Member Orientation

The District shall allow up to ten (10) minutes for the Union to orientate new Employees into the Union. This shall occur within thirty (30) days of the Employee's hire date. The time and date of the orientation must be approved by the Assistant Superintendent for Human Resources or his/her designee. The District must notify the Union of new Employees within fifteen (15) days of hiring.

Section 4. Time for Union Announcements

At department wide meetings, not to exceed two (2) times per year, the District shall provide 10 minutes to the Union to address its membership. The time for announcements shall be pre-scheduled with the Assistant Superintendent for Human Resources or his/her designee.

ARTICLE V - SELECTION OF PERSONNEL

Section 1. New Employees

Qualified job applicants shall be interviewed by the Director of Operations or his designee to determine the qualifications for the position. In the selection of new employees, there will be no discrimination because of race, creed, color, sex, age, handicap, national origin, citizenship or Union membership or activity. New employees must meet the guidelines as listed in job descriptions, as well as state and federal regulations. New employees must serve a probationary period of six (6) months. During this period, management will determine whether or not the employee is to continue as a member of the staff. Existing employees that have been promoted or transferred to a new position will serve a probationary period of six (6) months.

Section 2. Copy of the Contract

The Union shall provide all new employees with a copy of the contract between the Union and the Board. The Union may obtain copies of new hires from the CORE Center on a monthly basis, immediately following the regular school board meeting.

Section 3. Medical Examinations

(a) New employees shall be required to provide evidence of physical fitness to perform duties assigned and freedom from communicable disease, including tuberculosis. Such evidence shall consist of a physical examination and tuberculin skin test and, if appropriate, an x-ray, made by a physician licensed in Illinois or any other state to practice medicine and surgery in all its

branches, not more than 90 days preceding time of presentation to the Board and cost of such examination shall rest with the employee.

(b) If, in the judgment of the Director of Operations and the Assistant Superintendent for Human Resources, an employee is incapable of fulfilling his duties because of illness or injury, he may be required to take a physical examination by a doctor selected by the Board. If the results of the examination warrant, the employee will be requested to take sick leave until he is capable of resuming his duties. In making any such determination, the Board shall also consider the results of any physical examination made by a physician of the employee's own choosing at the employee's own expense.

ARTICLE VI – SENIORITY

Section 1. Defining Seniority

(a) General seniority shall mean the length of continuous full-time service with the District. Part-time service with the District shall be credited toward accumulated seniority on a pro-rata basis, based upon the ratio of annual hours to 2080. Job seniority shall mean the length of full-time service with the District within a classification, including part-time service on a pro-rata basis, as provided above.

(b) After an employee has completed the six (6) month probationary period, seniority will revert to the first day of employment.

(c) Upon severance of employment at the request of the employee, all rights to seniority shall be lost. If an employee is reinstated, he shall be considered as a new employee. Seniority shall be retained during an approved leave of absence.

Section 2. Seniority Roster

The Board shall maintain, post and keep current a seniority roster noting date of hire, current job classification, date of assignment to current classification, and building location. The Union shall be provided a copy of this roster on or before February 1 of each year.

Section 3. Promotions and Transfers

(a) When vacancies occur or new positions are created, the job shall be posted so that all employees may know of the opening for five working days. All job postings shall include the date, position requirements, deadline for application, and location to apply to. All employees are eligible to apply for vacancies or new positions and will receive an interview. Applications for vacancies or new positions shall be made in writing and shall set forth the employee's qualifications. Bargaining unit applicants must have worked at least nine (9) months in their current position before they may apply for a new position.

(b) All applicants for new or replacement positions shall be selected based upon their qualifications for the position including, but not limited to:

- (1) Technical Skills
- (2) Background knowledge
- (3) Physical and mental abilities
- (4) Communication skills
- (5) Past evaluations
- (6) Supervisor recommendations
- (7) Education

Vacancies shall be awarded to the most qualified of all applicants for the position. If two or more applicants are equally qualified for the position, then preference shall be given to current bargaining unit employees with the highest seniority. When a bargaining unit employee is promoted, he shall receive the wage rate applicable to his new classification at the lowest step on the salary schedule, which provides a rate higher than the employee's existing wage rate.

(c) Any employee not appointed to a vacancy for which he has applied may submit a written request for reasons of non-appointment within five (5) working days after notice of appointment has been provided.

(d) Employees transferred or promoted to new positions will undergo a six (6) months' probation period (excluding any vacation or leave time). Employees who are unable to fulfill the duties of the new position will be returned to their former position.

Section 4. Reduction in Force and Recall

In the event that the Board determines to decrease the number of employees in the bargaining unit or to eliminate a classification, the following method shall be used to determine the sequence of honorable dismissal:

(a) In the event of staff reduction, job seniority within the affected classification shall prevail, with the least senior employees to be dismissed first, except that this provision shall not impair the operation of any affirmative action program in the District. A reduced employee with previously earned job seniority in another classification shall have the right to bump less senior employees in that classification, with the least senior employees to be dismissed first. Recalls from layoff shall be in the reverse order of the layoff. If the Board has any vacancies for the following school term, the positions becoming available within a classification where an employee previously earned seniority shall be offered to the employees removed or dismissed through reduction in force. Employees returned to work under this provision shall retain their general seniority with the District, as well as any previously earned job seniority.

(b) A written notice shall be given to the employee by registered mail, return receipt requested at least 60 days before the end of the school term, together with a statement of honorable dismissal and the reason for the honorable dismissal. If a RIF'd employee is rehired within the time period specified above, it shall be without loss of seniority or accumulated benefits.

(c) When an employee is removed or dismissed under this provision, the employee shall be paid all earned compensation on the next regularly scheduled payday following the last day of employment.

(d) If two or more employees have identical job seniority and it is necessary to distinguish between them, general seniority shall prevail. If general seniority is identical, preference shall be given to the employee with the higher contractual wage rate. If wage rates are identical, the decision shall be made by the Superintendent.

ARTICLE VII - DISCIPLINE AND DISCHARGE

Section 1. Discharge and Discipline

No employee who has completed his probationary period may be discharged or disciplined, including suspension, without just cause. The term "just cause" includes, but is not limited to, the violation by an employee of any reasonable work rule, regulation, policy or directive of the Board of Education or its duly authorized representative, as well as dishonesty, insubordination, fighting on the job, repeated poor job performance, absenteeism, and the like.

Section 2. Review Personnel File

Upon forty-eight hours' notice, an employee shall be allowed access to review his personnel file, and may request a copy at no cost to the employee. The employee shall have the right to file a response in writing to any negative or derogatory information in their personnel file.

As defined in Illinois School Code, disciplinary reports, letters of reprimand, or other disciplinary records that are more than four years old will be deleted from a personnel file when the contents of the personnel file are provided to third parties in conjunction with legal proceedings or arbitration. Disciplinary reports, letters of reprimand, or other disciplinary records will be deleted from an employee's personnel file upon written request after three years if there have been no further instances during this time period.

Section 3. Disciplinary Procedures

Employees who have been suspended or discharged must be provided the reasons, in writing, not later than 15 working days after the occurrence, giving rise to the disciplinary action or when the District should have reasonably known. The time restriction may be waived by mutual consent of both parties.

ARTICLE VIII - HOURS OF WORK AND OVERTIME

Section 1. Hours of Work

(a) The regular work week for full-time employees shall be forty (40) hours, consisting of five (5) consecutive days, Monday through Friday inclusive, of eight (8) hours each. Employees will not be sent home early to prevent weekly overtime.

(b) The regular work shift will be 8.5 hours in length, which shall include a thirty (30) minute unpaid duty-free lunch period. Employees will be allowed two 15-minute breaks per shift, one in the first half of the shift and one in the second half of the shift. Breaks must be taken separate from the lunch/dinner periods.

(c) The Board shall have the right to make reasonable and necessary adjustments in employees' regular schedules. The Board shall give the employee at least 30 days advance written notice of any change in the employee's regular schedule. The Board shall make such a change only when the operations of the District so require in its reasonable discretion. Schedule changes shall be limited to two (2) per rolling 12-month period.

(d) Employees who, because of emergencies, find it necessary to leave their assigned work stations must first notify a supervisor. Employees who fail to notify a supervisor in such situations will be subject to discipline, including dismissal where appropriate. Management will designate the supervisors to whom employees shall report in such situations.

(e) Work schedules shall be established by the administration to accommodate the needs of the building or department. Such schedules shall be equitable in their administration.

(f) The district shall have the right to establish a substitute pool. This pool will be used to provide substitutes for all personnel.

Section 2. Overtime

All time worked over eight (8) hours per day and forty (40) hours per week will be paid at the rate of time and one half. The time will be computed from Sunday through Saturday.

(a) Time and one-half shall be paid for all work performed on Saturday. All work performed on Sundays and Holidays shall be paid at twice the employee's regular rate of pay.

The above computations will occur for overtime rates listed above IF the employee has worked 40 hours within a given week; whether utilizing accrued vacation or personal time. However, if the employee has called in and used a sick day without giving at least a (5) five work day prior notice, the above calculations to compute overtime will be null and void because the employee would not have been working 40 productive hours that work week, or had prior scheduled time off as referenced in the collective bargaining unit agreement.

(b) Rotation of Overtime

- (1) Overtime work shall first be offered to qualified employees assigned to the building where the work is to be performed and shall be rotated among the employees who normally perform the work during their regular duties.
- (2) If an employee assigned to the building is not available to work overtime, the building is not secured with a coded alarm system, and the Board has at least 72 hours' advance notice of the overtime opportunity, the Director of Operations, or his designee, shall offer the overtime to bargaining unit employees who place their name on an overtime list. An employee requested to be skipped when it becomes his turn to work overtime shall be rotated to the bottom of the list and shall not be re-scheduled for overtime until his name is reached in sequence order. Employees who choose to work overtime shall be placed at the bottom of the overtime seniority list once the overtime is completed. In cases where there is less than 72 hours' advance notice of

the overtime opportunity, the Board will make every effort to rotate overtime equitably among available employees.

(c) In the event that an employee is required to report back to work in response to an emergency callback, the employee will be paid for a minimum of two (2) hours at the applicable overtime rate.

(d) Employees assigned to work on extra-curricular activities or community events outside of their regular shift shall be paid a minimum of two (2) hours at the applicable overtime rate.

(e) The use of compensatory time will be considered time worked and will be applied to the 40 hours and counted as hours worked when calculating overtime. Compensatory time, if elected, will be granted in compliance with the District Compensatory Time Procedure.

Section 3. Compensatory Time Off

Employees may be given 1.5 hours of compensatory time off in lieu of cash payment for each hour of overtime worked. An Employee may bank up to 60 hours, which is 40 hours of worked overtime. An employee shall not take more than five (5) consecutive days of compensatory time, except when the employee is on leave under the Family and Medical Leave Act. The Director of Operations or his designee shall approve all compensatory time usage. For the purposes of calculating overtime, the use of compensatory time will not be considered time worked and will not be applied to the 40 hours and counted as hours worked.

ARTICLE IX - SUBCONTRACTING

The Board may continue to subcontract such work as it has subcontracted in the past, as well as any other necessary work on a temporary basis. Subcontracting will be used only to supplement the current work force, and will not be used where the effect would be to eliminate any current bargaining unit position.

ARTICLE X - HOLIDAYS

Section 1. Paid Holidays

Each employee shall be entitled to fourteen (14) holidays per contract year. Prior to July 1st of each contract year, a committee composed of no more than two (2) SEIU representatives and two (2) District 47 representatives shall meet to agree on these holidays.

Section 2. Holiday on Weekend

When a holiday falls on a weekend, arrangement will be made to insure the holiday time off with pay.

Section 3. Work Day Preceding Holiday

Each employee must work the last scheduled day preceding and the day after a holiday to receive holiday pay. Exceptions to this will be made for authorized sick or vacation leave.

Section 4. Holiday Pay

Holiday pay will be computed at the regular straight time rate. In the case of an emergency or for the continued operation and maintenance of facilities or property, the Board may require employees to work on a legal school holiday. Such employees shall receive from their supervisor notice that their presence is required in the school district on a legal school holiday. Employees who work on a holiday shall be paid at twice their regular straight time hourly rate for the hours actually worked, in addition to holiday pay.

ARTICLE XI – VACATIONS

Section 1. Vacation Leave

Each new employee who has completed his/her probationary period shall be granted vacation with pay. Vacation accrues on a monthly basis, and can be taken after six months of service. A month of service shall be any month in which the employee is actively employed at least three quarters (75%) of the work days during the month. Employees will not accrue vacation while on a leave of absence.

After employee's first calendar year of employment, vacation will be based on the following schedule: 1 through 4 years shall be entitled to 10 days (.83 days monthly accrual rate); 5 through 14 years shall be entitled to 15 days (1.25 days monthly accrual rate); 15 years and beyond shall be entitled to 20 days (1.66 days monthly accrual rate).

Section 2. Calculation Vacation Time

Vacation time shall be earned based on the employee's seniority by date of hire, as determined on July 1 in each year of this agreement. If vacation time is not used by the following July 1, it is lost; provided, however, that any employee who properly requested vacation leave and was not able to obtain approval prior to the end of the fiscal year (June 30) shall have the option of receiving pay in lieu of vacation time or carrying over unused vacation time to be used in the next fiscal year.

Section 3. Vacation Pay

For each week of vacation time, an employee shall receive vacation pay in an amount equal to the number of hours of his normal scheduled work week times his regular hourly wage rate. Upon severance of employment, either by the Board or by the employee, any employee who has completed at least six (6) months of employment with the District shall be entitled to payment of all unused accrued vacation leave, calculated on a prorata basis, which shall be included in the employee's final compensation.

Section 4. Vacation/Compensatory Time Off Requests

(a) All employees desiring vacation shall submit their vacation requests to the Director of Operations or his designee, with a copy to their principal when applicable at least five (5) work days prior to the commencement of vacation. In the discretion of the Director of Operations or designee, the employee shall be given written notice of approval of the desired vacation period as soon as possible, but not more than four (4) work days after receipt of an application properly submitted by the employee under this Section.

(b) Vacation requests will be considered in the order in which they are received. When a conflict arises between any two or more pending vacation applications, approval of the applications shall be made on the basis of general seniority.

(c) Vacation shall be authorized by the Director of Operations or his/her designee. Vacation shall be scheduled according to the following guidelines:

- (1) No vacations may be scheduled during the two-week period prior to the first student attendance day in the fall.
- (2) Vacation days during winter, spring and summer breaks, will be granted according to the needs of the District.
- (3) Vacation shall not extend beyond two consecutive weeks without thirty days advance written notice and will be permitted only after consideration of the District's needs.

(d) All compensatory time off requests will be preapproved by the Director of Operation or his designee. As practical, compensatory time off requests for increments greater than ½ day will follow the vacation request approval process as outlined above. Where possible, compensatory time off requests for increments less than ½ day will be requested 24 hours in advance.

Section 5. Vacation Benefits and Medical Emergencies

If an employee has fully exhausted all accrued sick leave, the employee may utilize available vacation leave and compensatory time off for a medical emergency involving the employee. In such situations, the employee is not required to comply with the five (5) work day advance notice requirement under Section 4.a. of this Article, but is required to provide advance notice to the Director of Operations when practical. The employee must provide the Director of Operations with a written doctor's note for the day (s) off within (5) five work days after the absence.

Section 6. Termination of Employment

Employees with one or more years of service with Crystal Lake School District 47 shall, upon termination of employment, be entitled to the payment of unused vacation previously earned for the current year. In the event an employee's employment is terminated before the vacation time has been fully earned, any unearned vacation previously paid will be deducted from the employee's final paycheck.

ARTICLE XII - LEAVES OF ABSENCE

Section 1. Sick Leave

(a) The Board agrees to provide sick leave without loss of pay for 12 days annual to non-probationary employees during years 1-14 of employment with the District, and 14 days annually to employees with 15 or more years of employment. Additional leave with pay shall be taken only if the employee has accumulated leave beyond the twelve (12) days yearly provision. Employees shall be permitted unlimited accumulation of unused sick leave.

(b) Sick leave is to be used only for personal illness or for illness or death in the immediate family or household. Upon written request and approval by the Associate Superintendent of Human Resources and Operations, an employee may use vacation, sick day, and/or personal leave for bereavement. Up to three consecutive days of bereavement leave immediately following the death of a family member and up to two additional days for travel may be granted from Sick Leave Bank. Days requested from Sick Leave Bank will only be available if all accumulated compensatory time off, vacation days, sick days and personal days are exhausted. "Immediate family" for the purposes of this section shall be interpreted in accordance with Section 24-6 of the Illinois School Code.

(c) Sick Bank. Employees may continue to participate in the District 47 Support Personnel Sick Leave Bank as established by the Board of Education. One mutually acceptable bargaining unit employee may serve on the Board of Trustees.

(d) For employees eligible to receive pension benefits from the Illinois Municipal Retirement Fund who have a minimum of 15 years continuous service with District 47, a bonus of \$100.00 will be paid for each sick day not eligible to be used toward service credit for the Illinois Municipal Retirement Fund at the time of retirement.

Section 2. Personal Leave

a. At the beginning of each school year, each full-time employee will be credited with three (3) days of personal leave equivalent to the individual employee's workday without loss of pay. The employee shall notify the supervisor in a manner prescribed by the District Administration. Days can be taken in half (1/2) or full day increments.

b. Unused personal days will be converted to accumulated sick leave days at the end of each school year.

c. The days immediately preceding or following a legal holiday, summer vacation, school breaks, and each day after May 15th to the end of the school year shall not be available for personal leave. Unusual circumstances can be appealed to the Human Resources Department. Application shall be made through the supervisor, with final approval determined by the Superintendent or designee. Two weeks advanced notice is preferred, if possible.

Section 3. Jury Duty

An employee called for jury duty will be paid his salary for those days. He will turn over to the Board the amount received for being a juror, exclusive of moneys paid for travel expenses, meals and days not counted as working days or paid holidays.

Section 4. Military Duty

Employees called to military duty shall be granted a leave of absences in accordance with applicable law.

Section 5. Family Medical Leave

Family Medical Leave shall be granted in accordance with the Family Medical Leave Act and applicable laws. Employees who are granted FMLA leave must use available sick and compensatory time concurrently with FMLA leave.

Section 6. Seeking Employment

No employee shall be granted leave of absence to seek employment elsewhere.

ARTICLE XIII - WAGES

Wages shall be paid in accordance with the Salary Schedules attached to this agreement as Appendix A. Employees shall be paid twenty-six (26) times per year, every other Friday.

ARTICLE XIV - INSURANCE

All full-time employees are eligible to participate in the District's approved insurance programs. Coverage is available for health, dental, life, long-term disability and vision.

A. Insurance Committee

The insurance program will be reviewed annually by a District Insurance Committee, which will include five (5) SEIU representatives. The Insurance Committee will be formed by March 1st each year. The schedule of meetings will be determined by the end of each school year. The Insurance Committee is charged with the following responsibilities, to include, but are not limited to:

1. Researching vendors
2. Researching various plan options
3. Recommending changes to the plans designed to reduce or eliminate any increase in the insurance premiums
4. Determining the use/allocation of the insurance subsidy
5. Determining allocation of unused benefit dollars toward contributions to flexible spending accounts under Section 125 of the Internal Revenue Code
6. Meeting minutes will be taken and provided to all committee members within 15 days of each meeting

B. Benefit Dollars/Premiums

The BOARD will provide each participating full-time employee up to \$702.00 benefit dollars per month for District-sponsored employee group health coverage for 2019. The BOARD will pay the first three percent (3%) of any increase of benefit dollars from the previous year for the duration of the Agreement.

If the annual premium increase is greater than 3% but less than 6%, the employee will be responsible for any increase greater than 3%. For example, if the annual premium increase is 5%, the BOARD'S increase will be 3% and the employee's increase will be 2%. However, cost savings secured through insurance plan modifications will be shared equally by the BOARD and the employee's.

If the annual premium increase exceeds 6%, the BOARD'S increase will be 3% and the employee's increase will be the annual premium increase minus the 3% BOARD increase. However, cost saving secured through insurance plan modifications will be first applied to the portion of the annual premium increase that exceeds 6%. Any additional cost savings secured through modifications to the plan will be shared equally by the BOARD and the employees. For example, if the annual premium increase is 8%, the BOARD'S increase will be 3% and the employee's increase will be 5%. However, if cost savings secured through insurance plan modifications results in a 4% reduction in the annual premium, the BOARD'S increase will be 2% and the employee's increase will be 2%. The first 2% of the reduction will be applied to the overall increase and the remaining 2% reduction will be shared between the BOARD and the employees.

C. Annual Wellness Screening

The BOARD shall offer, at its own expense, an annual wellness screening for all full-time employees covered. Those employees who do not elect to obtain a wellness screening or do not otherwise provide evidence of obtaining a wellness screening from his/her own physician shall contribute an additional \$20 per month toward the cost of insurance coverage. For the purpose of the screening, annual refers to the period of twelve (12) months beginning the first day of each school year.

D. Life Insurance

The BOARD will provide, at its own expense, each full-time employee with \$10,000 group term life insurance.

E. Section 125 Flexible Spending

The BOARD will extend Section 125 flexible spending benefits to its full-time employees. Coverage will extend to qualified benefits under Section 125 of the Internal Revenue Code for qualified health care and dependent care expenses.

1. The BOARD will have the right to select the administrating agent of the IRS Section 125 individual accounts.

2. Each full-time employee may take the maximum payroll deduction for medical expenses and the maximum payroll deduction for dependent care expenses that are allowable under the IRS regulation. It remains the full-time employee's responsibility to make sure that the deduction meets the IRS regulation.

F. Opting Out of Insurance

An employee may opt-out of District 47's Medical/Vision plans if covered under another insurance plan. If an employee chooses this option and is enrolled in another PPO or HMO plan,

the District will deposit \$250 bi-annually with the first deposit of \$250 running concurrent with the first payroll in January and, if the employee is continuing employment for the next school year, the second and final deposit of \$250 will run concurrent with the first payroll date in July into a traditional Flexible Spending Account that can be used for qualified Medical, Dental, and Vision expenses. If an employee chooses this option and is enrolled in another High Deductible Health plan with an HSA, the District will deposit \$250 bi-annually with the first deposit of \$250 running concurrent with the first payroll in January and, if the employee is continuing employment for the next school year, the second and final deposit of \$250 will run concurrent with the first payroll date in July into a Limited Flexible Spending Account, which can be used for qualified Dental and Vision expenses.

G. Health Savings Account

If an employee chooses to enroll in a High Deductible Health Plan with a Health Savings Account (HSA), the BOARD will deposit \$500 bi-annually into the employee's HSA, as follows: the first deposit of \$500 will be made concurrent with the first payroll in January and, if the employee remains an employee of District 47 during the next school year, the second and final deposit of \$500 will be made concurrent with the first payroll date in July.

ARTICLE XV - MISCELLANEOUS

Section 1. Uniforms and ID Badges

The Board shall provide to each employee, upon hire, five (5) uniforms (shirts and pants/shorts) and an identification badge. Starting with the second year of employment, the Board shall make available up to four (4) replacement uniforms per year as requested by the employee. Additional uniforms may be purchased from the district at cost.

- (a) Employees must wear their uniforms while on duty. Employees who fail to wear their uniforms while on duty will be subject to discipline. No employee will be disciplined if the reason for not wearing the uniform is because of the Board's inability to provide new or replacement uniforms as set forth in this section.
- (b) The Board will also provide insulated coveralls (one per building) for the temporary use of employees.
- (c) Uniform shorts may be worn provided that they are ordered from, or approved by the District, using District standards. Such uniform shorts are optional. For health and safety reasons, management retains the right to require any bargaining unit employee to wear long pants.

Section 2. Mileage Reimbursement

Employees who are required to use their own vehicles on business on behalf of the District shall be reimbursed for the use of such vehicles at the current maximum annual rate used by the IRS for calculating business expense deductions. Said rate shall become effective under this agreement upon the Board's receipt of notice from the Union of any change in the current rate, subject to verification by the Board. Reimbursement will be made at the end of each semester.

Section 3. Reimbursement for College Tuition

Employees shall remain eligible for reimbursement for college courses related to the employee's work assignment under the Board policy for support personnel.

Section 4. In-Service Training

Employees will be required to attend training sessions as called by the Director of Operations or his designee. In-Service training will be paid for by the Board of Education if the training is related to the job. The training program must be mutually agreed to by the Director of Operations or his designee and the trainee prior to taking the training. Payment shall be made upon evidence of satisfactory completion of the course, and approval by the Board of Education.

Section 5. Training and Advancement Committee

The district and the union shall name an equal number of representatives to a Training and Advancement Committee. The committee shall have the goal of working in mutual self-interest to reach an understanding identifying the following: A) Training or relevant experience the district accepts as qualifications needed for people to be hired into D47 maintenance positions and how one is placed in the current categories that exist in the collective bargaining agreement. B) Identify what district, union, public, and community resources are available for employees to access in regards to training and experiences C) Identify and attempt to resolve any barriers which may exist for employees to have opportunities to advance within the district. D) Identify accommodations and practices that promote district equity.

Section 6. Job Descriptions Committee

Prior to August 31, 2019, a committee shall be named by the union and district to begin assessing all collective bargaining unit job descriptions. In addition to reviewing and revising all job descriptions, a good faith effort will be made to determine work that generally could be contracted out; versus union work in normal circumstances. The final job descriptions created by this joint committee shall be subject to ratification by the union membership and approval by the Associate Superintendent of Human Resources and Operations. The final job descriptions will be an appendix to this collective bargaining agreement. The committee shall nominate and unanimously approve a "tie-breaking" member or "mediator" (when and if needed). The mediator may be known for community leadership, technical expertise, relationships with both parties, etc... In the unlikely event that the two parties cannot come to an agreement in regards to a job description, this "tie-breaking" member will be the vote to determine the final outcome.

Section 7. Health/Safety Precautions

Employees are expected to fully adhere to workplace safety requirements as set forth in the Occupational Safety and Health Act ("OSHA") and other relevant laws. Employees who fail to adhere to such safety requirements or engage in conduct which creates an unsafe work environment will be subject to discipline. In compliance with OSHA, dangling jewelry, high heeled or open shoes, and long flowing hair, will need to be confined or removed to prevent interference with safe work practices.

Section 8. Supervisors Doing Bargaining Unit Work

Supervisors are not to perform work covered by union-eligible job descriptions. This is not intended to prevent such supervisors from giving occasional or emergency assistance or performing work for the purpose of instructing or training.

Section 9. Life Insurance

The District shall provide a life insurance policy of \$10,000 for all members covered under this agreement.

Section 10. Custodians Subbing Long-Term For Lead Custodians

If a custodian is substituting for a Lead Custodian for more than five (5) consecutive days, beginning on day six (6), the custodian will receive a pay differential of the starting rate of a Lead Custodian, or \$1 more per hour (whichever is greater).

Section 11. Loyalty Bonus

Employees completing ten (10), fifteen (15), and twenty (20) years of service will receive a one-time loyalty bonus aid on the pay period following the employee's anniversary date, as follows:

Ten Years	\$250
Fifteen Years	\$500
Twenty Years	\$750

ARTICLE XVI - GRIEVANCE AND ARBITRATION

Section 1. Grievance Procedures

(a) A grievance is defined to mean a complaint or dispute by the Union or any employee or employees in the bargaining unit, wherein there has been an alleged violation, misinterpretation or inequitable application of this agreement.

(b) Each grievance must contain the name(s) of the individual(s) directly affected by the alleged violation. The grievance must contain the location, date, specific relevant facts, relief requested and the article and section of the contract.

(c) Purpose and Scope: The primary purpose of the grievance procedure is to secure solutions at the lowest possible level and at the earliest possible time.

- (1) The failure of the aggrieved to act within the time limits set forth will preclude further appeal of the grievance.
- (2) The failure of the administration to act within the time limits set forth shall allow the aggrieved to proceed to the next step of the procedure.
- (3) Time limits set forth in the procedure may be extended by mutual agreement.
- (4) Probationary employees may be disciplined or discharged without recourse to the grievance procedure.
- (5) A grievance may be withdrawn at any level without establishing precedent.

Section 2. Informal Procedures

(a) The complainant should make a sincere attempt in a face-to-face interview with his/her supervisor and principal of the building involved to resolve the matter informally within five days from the date of occurrence of the event or of the grievant's reasonable knowledge of the event. A Union Steward may be present.

(b) If a satisfactory agreement cannot be reached, the employee shall discuss it with the Director of Operations before making it a formal grievance. The grievance shall not be expanded beyond this point.

Section 3. Formal Procedures

(a) Step One If the matter cannot be resolved informally, then the employee or the union shall within ten (10) working days from either the occurrence of the grievance, or the date the union or the employee should reasonably have become aware of the grievance, submit the grievance in writing to the Director of Operations. The Director of Operations will, within ten (10) ten working days after receiving the grievance, meet with the grievant and the union to try and resolve the matter, and will render a decision, and submit it in writing, along with supporting reasons to the grievant within ten (10) working days after the meeting. All parties shall be entitled to present information and question witnesses, including the parties involved, in an effort to settle the grievance.

(b) Step Two If the Director of Operations decision is not acceptable, within ten (10) working days after the receipt of the decision the grievant may appeal to the Assistant Superintendent for Human Resources and Superintendent of Schools. This appeal must be in writing and set forth the reasons for the appeal along with a copy of the Director of Operations' decision. The Assistant Superintendent for Human Resources and Superintendent of Schools shall, within ten (10) working days from receipt of the grievance, meet and confer on the grievance with a view to arriving at a mutually satisfactory agreement. All parties shall be entitled to present and question witnesses at the conference, and offer relevant evidence on their behalf. Within ten (10) working days after the review, the Assistant Superintendent for Human Resources and Superintendent of Schools will submit their decision in writing, together with their supporting reasons, to the grievant.

(c) Step Three Within thirty (30) calendar days after receiving the decision of the Assistant Superintendent for Human Resources and the Superintendent, the Union may submit the grievance to binding arbitration. The Union shall request from the American Arbitration Association or Federal Mediation and Conciliation Service a list of five qualified arbitrators. Within ten (10) working days after receipt of the list, the parties shall select as arbitrator one of the persons on the list. If the parties cannot agree on an arbitrator, both the Board and the Union shall each alternately strike one name from the list. The order of striking shall be determined by a coin toss. The last remaining person shall be the arbitrator. The arbitrator in his decision shall not amend, modify, nullify, ignore, or add to the provisions of this agreement. His authority shall be strictly limited to the issue or issues presented to him by the parties and his decision must be based solely upon his interpretation of the meaning of the express relevant language of the agreement. The expenses and fees of the arbitrator and the American Arbitration Association

shall be borne equally by the parties. All other expenses shall be paid by the party incurring them.

ARTICLE XVII - NO STRIKE/NO LOCKOUT

The Union shall not engage in or in any way encourage, sanction, or condone any strike by District employees during the term of this agreement.

The Board shall not engage in any lockout of bargaining unit employees during the term of this agreement.

ARTICLE XVIII - SEVERABILITY

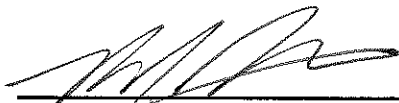
This contract shall not supersede any existing laws or future laws of the State or Federal Government as they affect the legal operation of the school system by the Board. If any section or subsection of this agreement shall be declared invalid by any court of competent jurisdiction, the remaining provisions will remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE XIX - TERMS OF AGREEMENT

This Agreement shall become effective as of July 1, 2019 and shall remain in full force and effect until and including June 30, 2024. Either party may notify the other, in writing, sixty days prior to expiration, of its desire to modify the existing agreement. When notice to modify is timely served, negotiations shall commence between the parties within thirty days after receipt thereof.

SIGNATURE OF NEGOTIATORS

The District 47 Board of Education and the Service Employees Local No. 73 do hereby agree to all wages, hours, terms, and conditions of employment as listed in this collective bargaining agreement for the 2019-2020, 2020-2021, 2021-2022, 2022-2023, and 2023-2024 school terms.



Board of Education Representative

7/15/19

Date



Board of Education Representative

7/15/19

Date



Local 73 - S.E.I.U.

7/19/2019

Date



Local 73 - S.E.I.U.

7/17/19

Date

APPENDIX A

HOURLY RATE: Appendix A shall be amended to reflect a starting rate of \$13.75 per hour for custodians, \$16.00 for Lead Custodians, \$16.50 for Grounds and each year after for the duration of the contract starting rate will increase by CPI. For returning employees, an overall increase of 3.75% to the salary line item for the Operations and Maintenance Department for the duration of the five year contract and the monetary annual and hourly amounts are listed as follows:

2019-2020 (excluding HVAC employees)- \$.87 per hour
2020-2021- \$.86 per hour
2021-2022- \$.89 per hour
2022-2023- \$.93 per hour
2023-2024- \$.96 per hour

Custodial employees scheduled to move from Step 3 to Step 4 in 2019-2020 shall not receive such said above-mentioned increase, but will receive \$2.76 per hour increase as listed in the 2014-2019 SEIU Collective Bargaining Agreement. All other years of the duration of this agreement such employee will receive above-mentioned hourly increases. (1)

Custodial employees scheduled to move from Step 3 to Step 4 in 2020-2021 shall not receive such said above-mentioned increase but will receive \$2.76 per hour increase as listed in the 2014-2019 SEIU Collective Bargaining Agreement. All other years of the duration of this agreement such employee will receive above-mentioned hourly increases (2)