

CONTRACT
FOR CUSTODIAL AND MAINTENANCE
EMPLOYEES

BETWEEN

THE BOARD OF EDUCATION OF COOK
COUNTY,
BELLWOOD SCHOOL DISTRICT NO. 88
BELLWOOD, ILLINOIS

AND

LOCAL NO. 73
SERVICE EMPLOYEES INTERNATIONAL
UNION

FOR THE SCHOOL YEARS
July 1, 2019 - June 30, 2024

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The following terms as used in this Agreement are defined as follows:

1. UNION

The terms Union shall refer to Local No. 73, Service Employees International Union.

2. BOARD

The term Board shall mean the Board of Education of Cook County, Bellwood School District No. 88, Bellwood, Illinois.

3. DISTRICT

The term district shall refer to the Board of Education of Cook County, Bellwood School District No. 88, Bellwood, Illinois.

4. EMPLOYEES

The term Employees shall mean all custodians and maintenance employees of the District.

5. FULL-TIME

The definition of "Full-Time" when used hereinafter in this Agreement shall refer to Employees who are employed on a 12 month basis for 33 hours or more per week.

6. PART-TIME

The definition of "Part-Time when used hereinafter in this Agreement shall refer to Employees who are regularly scheduled to work less than 33 hours per week.

7. AGREEMENT

The term shall mean the contract for Custodian and Maintenance Employees between the Board of Education of Cook County, Bellwood School District No. 88, Bellwood, Illinois and Local No. 73, Service Employees International Union for the School Years 2019-2020 and 2023-2024.

8. ADMINISTRATION

The term Administration shall mean all District administrative and supervisory position as established by the Board in accordance with state law and regulations. The general duties and authority of each administration or supervisory position are approved by the Board upon the Superintendent's recommendation and contained in the respective position's job description.

9. CENTRAL ADMINISTRATION

The term Central Administration shall mean the Superintendent, District Facilities Manager or either of their designees.

10. WORKDAYS

The term work-days shall mean all work days throughout the Calendar Year excluding paid holidays identified herein.

ARTICLE I

RECOGNITION

The Board of Education of Cook County, Bellwood School District No. 88, Bellwood, Illinois (hereinafter "Employer" or "Board" recognizes Local No. 73, Service Employees International Union (hereinafter "Union") as the exclusive representative of all the employees.

The Board recognizes the Union as the sole negotiating agent for the Employees in matters defined as negotiable in Article IV of this Agreement. Whenever used in this Agreement, employees shall mean full and part time custodians and full and part time maintenance personnel, but excluding supervisors, managers, confidential employees and the Coordinator of Transportation.

The Union and the Board agree that negotiations will encompass the following items: basic salary, schedule, stipends of extra duties, intra-District travel, number of work days per school year, insurance-programs, payroll deductions, leaves, grievance procedures, and other matters as may be incorporated in this Agreement.

This Agreement shall not supersede any existing laws or future laws of the state or federal government as they affect the regular operation of the school system by the Board. If any article or provision of this Agreement shall be declared invalid by any court of competent jurisdiction or shall become inoperative because of any state or federal law, the remaining portion of this Agreement shall continue in full force during the term of this Agreement.

The parties understand and agree that the management of the school, the control of the premises and the direction of the working force are vested exclusively in the Board and include, but is not limited to the right to hire, transfer, promote, suspend, discharge, assign, supervise and discipline Employees, and determine the schedule of work and nature of work to be performed by Employees.

It is recognized that the legal responsibility for education is vested in the Board and that Illinois statutes currently make no provision for the Board to delegate responsibility for final decision making.

ARTICLE II

NON-DISCRIMINATION

Neither the Board nor the Union shall discriminate against any employee on the basis of race, color, creed or national origin, sex, age, ancestry, marital status, arrest record, military status or unfavorable military discharge, citizenship status, use of lawful products while not at work, physical or mental handicap or disability, if otherwise able to perform the essential function of the job with reasonable accommodation; and other legally protected categories.

The Board shall not discriminate against any employee for Union activity or functioning as a steward, committee member, or Union official.

ARTICLE III

UNION/CUSTODIAN AND MAINTENANCE EMPLOYEE RIGHTS AND RESPONSIBILITIES

- 3.1 During the term of this Agreement, the Union, any employee on behalf of the Union, or any employee acting on his/her own shall not engage in or in any way encourage, sanction, or condone any strike, picketing, slow down, sympathy strike, or concerted stoppage of work or any other disruption or interference with the operation of the schools in the District
- 3.2 The Board shall have the sole and unilateral discretion to discipline any employee who violates Article III, 3.1.
- 3.3 Should any strike, slowing down, picketing or other curtailment, restriction or interference with Board functions or operations occur which the Union has not caused or sanctioned either directly or indirectly, the Unions shall immediately:
 - A. Publicly disavow such action by the employees or other persons involved,
 - B. Advise the Board in writing that such action has been caused or sanctioned by the Union;
 - C. Post notices on Union bulletin boards stating that it disapproves of such action and instructing all employees to cease such action and return to work immediately;
 - D. Take such other steps as are reasonably appropriate to bring about the observance of the provisions of this Article.
- 3.4 The Board agrees that it will not lock out its employees during the term of this Agreement or any extension thereof;
- 3.5 A job description for each position in the bargaining unit shall be given to the Union and to each affected employee.
- 3.6 Bargaining unit employees shall be subject to any controlled substances and alcohol testing policies that all other District employees are subject to.
- 3.7 **NON-DISCRIMINATION**

The Board agrees that it will not directly or indirectly deprive any member in the enjoyment of any right conferred under the law or this agreement, and that it will not discriminate against any member with respect to hours, salaries, discipline, terms or conditions of employment by reason of the individual's membership or elected office in the union or in bargaining with the Board, or to discriminate against any member in the institution of any grievance, complaint or proceeding under this agreement. No member shall be discriminated against on account of race, color, religion, sex, national origin, marital status, sexual orientation, unfavorable military discharge or physical or mental disability.

ARTICLE VI

MANAGEMENT RIGHTS

The Board shall determine policies and procedures with respect to the establishment, management and conduct of its schools, and the Employees in the schools, to determine or change the methods and means by which its operations are carried on, and all other ordinary functions which are the responsibility of the Board.

The Board shall make rules and regulations with respect to the Employees covered by this Agreement. The Board shall determine policies and procedures with respect to the establishment, management and conduct of its schools, and the Employees in the schools, to determine or change the methods and means by which its operations are carried on, and all other ordinary functions which are the responsibility of the Board.

- 4.1 To maintain executive management and administrative control of the District, its properties, facilities, and the professional activities of its employees related to the conduct of school affairs;
- 4.2 To hire all employees subject to the provisions of the law, to determine their qualifications, the conditions for their continued employment, dismissal or demotion, and to assign, promote or transfer all such employees;
- 4.3 To give the affected employees and the Union notice of all Board approved transfers of all such employees and reasons for the transfers;
- 4.4 To delegate authority through recognized administrative channels for the development and organization of the means and methods of governance of the District according to current written Board policy or subsequently amended Board policy;
- 4.5 To determine work schedules, the hours of work, including the requirement of overtime, assignments, and the duties, responsibilities and assignments of employees with respect thereto;
- 4.6 To suspend the services of any number of employees such that no service shall be rendered by or required of the employees and the salary of the employees shall not accrue, becoming owing or due for the period or periods during which any or all of the following occur: the schools, or any of the schools, or the District building plants are closed for causes incident to or resulting from the present or prospective emergency conditions, or other causes beyond reasonable control of the Board, such as, but without limitation to strikes, and Acts of God.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations, procedures and practices, in furtherance thereof, shall be limited by the specific and express terms of this Agreement.

ARTICLE V

DUES DEDUCTION AND REMITTANCE, FAIR SHARE

- 5.1 The District upon receipt of a validly executed written authorization card, shall deduct Union dues and initiation fees from the payroll checks of all employees authorizing the deduction in an amount certified by the Union, and shall remit such deductions on a monthly basis to the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the District and the Union during the ten (10) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the District harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's fees, court and other costs, that shall arise out of, or by reason of action taken or not taken by the District in reliance upon employee payroll deduction authorization cards submitted by the Union to the District.
- 5.5 In the event any employee commences a legal action against the Board in court or through an administrative agency because of the Board's compliance with this Article, the Union and its affiliates agree to defend such action, at its own expense and through counsel of its own choice provided:
- A. The Board give immediate notice of such action in writing to the Union and permits the Union to intervene as a party; and
 - B. The Board gives full and complete cooperation to the Union and its counsel in obtaining evidence, securing witnesses, and making relevant information available at any stage, hearing or argument of said legal action.
- 5.6 The Union and its affiliates agree that in any such action, it will save, indemnify, and hold harmless the Board, its members, employees, and agents from any liability for damages and costs imposed by a final judgment or a court;
- 5.7 New employees will be trained and qualified to the satisfaction of school administration.

ARTICLE VI

SENIORITY, OVERTIME, LAYOFFS AND RECALLS, PROBATIONARY PERIOD

- 6.1 **Definition**
Seniority shall mean an employee's length of continuous service with the District, measured in calendar days from the first day the employee actually worked for the District on or after the employee's most recent date of hire. Category seniority shall mean an employee's length of service within a District job category, starting from the first day the employee actually works in the job category. Then the annual seniority list is posted, employees will have two (2) seniority dates, District and Category (Classification). Seniority shall be separated into four (4) categories as follows: Full-time custodians, Part-time custodians, Full-time maintenance, Part-time maintenance.

6.2 Seniority

Seniority, ability to perform the work and past performance, shall apply in promotions, filling of permanent openings or vacancies in categories, shift assignments and lateral assignments or transfers. Bargaining unit employees shall be considered first for transfers and promotions before non-bargaining unit employees.

6.3 Loss of Seniority

An employee shall lose his/her seniority based upon the follows.

1. Resignation
2. Dismissal
3. Retirement

6.4 Suspension of Seniority

Seniority is retained and shall not accrue during District approved leave of absence of lay off. Category seniority is retained when an employee accepts a promotion position or transfers to a position in the District which is outside the bargaining unit.

6.5 Transfer

No employee shall be involuntarily transferred due to another employee with greater seniority requesting to be placed in the position to which the less senior employee is assigned. Nothing herein shall be construed as limiting the discretion of the Board or its administration from initiating transfer of employees. Seniority shall be the determining factor when among, among employees involved, the qualifications, skills, ability to perform and past performance are relatively as equal. Declining a vided position offered to an employee (in writing) shall be made by that employee. By doing so he or she will be barred from any new position for a six-month period of time.

6.6 Seniority Roster

The Board shall maintain, post and keep current a seniority roster noting date of hire in the District, current position by title, category seniority and building location. The Union shall be provided a copy of this roster on or before July 1 and January 1 of each year. The Union is entitled to obtain Names, wages, seniority, job titles, stepson the salary schedule and work location to bargaining unit employees.

6.7 Scheduling Overtime

Overtime will be covered by the use of an "Overtime Chart", based on building assignment and job category. Overtime will be offered to each employee in rotation beginning with the employee with the least recorded overtime. Overtime that is refused by an employee will be charged on the Overtime Chart for the purpose of balancing the overtime. Overtime shall first be offered to full-time employees, and only if the overtime is turned down by all eligible full-time employees will it be offered to part-time employees.

If sufficient volunteers are not available, and if all members within the affected building refuse the overtime, overtime work shall be assigned on a rotational basis of inverse seniorily beginning with the least senior eligible employee in the building.

6.8 Vacancies

When any and all bargaining unit position become vacant or available, noticed of such positions will be posted by Administration in all District buildings for a minimum of five (5) working days. Positions shall be filed on the basis of seniority and qualifications. Qualifications and past performance of applicants being equal, as determined by the Administration, seniority will be the sole determining factor. Part-time employees without discipline in their personnel file in the last two years who apply for full-time custodial positions will be awarded the full-time positions in order of seniority. Full-time bargaining unit positions will be filled from within the bargaining unit unless no member of the bargaining unit who meets the qualifications for the position applied for the job. A copy of any and all postings shall be sent to the Union steward at the time of posting.

6.9 Reduction in Force/Layoffs

In the event that the Board determines to decrease the number of employees employed or to eliminate some particular category of position, the following method shall be used to determine the sequence of honorable dismissal:

6.9.1 Layoffs will be made in order of seniority within job categories. Employees whose positions have been eliminated shall be assigned to positions of a less senior employee in the same category.

6.9.2 The categories for the purposes of layoff are:
Full-time Custodians, Part-Time Maintenance and Part-time Maintenance.

6.9.3 The Union and Board hereby agree that Article VI, Section 6.9 constitutes an alternative method of determining the sequence of dismissals as provided in 105 Illinois School Code 5/10-23.5.

6.10 Recall

Employees shall be entitled to recall for a period of time until one (1) year from the first day of the school term following the effective date of the honorable dismissal. Employees of such layoff shall be reinstated in inverse order of their honorable dismissals. Employees who are honorably dismissed shall maintain a Current address and phone number on file at the District Office.

A. Notice of recall shall be sent by Certified Mail to the employee's address which is on file with the District Office and shall state the time and date on which the employee is to return to work. The employee has seven (7) calendar days from receipt of the notice to report his/her intent to return to work.

B. An employee who fails to timely respond to a proper notice shall be deemed to have resigned from employment with the District.

C. All benefits to which an employee was entitled to at the time of his/her layoff including accumulated sick leave, vacation days, and seniority, will be restored to the employee upon his/her return to active employment. No such benefits shall accrue during the time period between honorable dismissal and

recall. The employee will be placed on the salary schedule on the basis of the employee's previous District experience.

6.11 Probationary Period

Each new employee is considered to be on probation for a period of one hundred (180) days after starting employment. A probationary employee can be discharged without cause and without recourse to the Grievance Procedure. Performance records will be reviewed with probationary employees prior to the end of the 180-day period. At the end of this period, each employee is placed on the regular staff with full vest seniority rights in all programs or is terminated. Seniority shall revert to the date of hire upon completion of probationary period.

6.12 Part-Time Employees

The District shall have the right to hire part-time employees. Part-time employees will be hired on an as needed basis. The District shall not employ more than five (5) part-time employees at any one time during the duration of this Agreement.

6.13 Extra-Duty Assignments

Bargaining unit employees who perform non bargaining unit work extra-duty assignments such as coaching will be compensated pursuant to Board Policy.

6.14 Maintenance Sign in/Out Procedure

Maintenance employees are requested to sign in and out of each District building to complete work orders. After completion of each work order it should be signed and dated by an administrator (Principal/Assistant Principal) before leaving the building.

6.15 Supplies

Supply orders should be dated and delivered in a timely manner. Supply work orders are to be signed and dated by both school administrator and day custodian.

6.16 Working out of Classification

An employee assigned to work in another classification shall receive his/her own rate of pay plus the difference of the other classification providing the working out of classification is more than five (5) working days. At no time shall the employees make less than they are currently receiving.

6.17 Job Description

One job description for each position in the bargaining unit shall be maintained by the District. The description shall be reviewed and updated annually by the Job Descriptions Committee composed of representatives of the District.

SALARIES

7.1 Salary Schedule

7.1 SALARY SCHEDULE	2019-20 Year 1	2020-21 Year 2	2021-22 Year 3	2022-23 Year 4	2023-24 Year 5
Full Time Custodian	\$30.35	\$30.35	\$30.65	\$31.03	\$31.30
Part-Time Custodian	\$20.98	\$21.19	\$21.40	\$21.67	\$22.00
Full-Time Maintenance	\$31.55	\$31.87	\$32.19	\$32.59	\$33.08
Part-Time Maintenance	\$31.55	\$31.87	\$32.19	\$32.59	\$33.08

Full-Time Custodian **\$30.05** **\$30.35** **\$30.65** **\$31.03** **\$31.50**

Step	Yrs of Svs	Rate of Pay	2019-20	2020-21	2021-22	2022-23	2023-24
1	0-¼	75.0%	\$22.54	\$22.76	\$22.99	\$23.27	\$23.63
2	¼-1	78.0%	\$23.44	\$23.67	\$23.91	\$24.20	\$24.57
3	1-2	80.0%	\$24.04	\$24.28	\$24.52	\$24.82	\$25.20
4	2-3	85.0%	\$25.54	\$25.80	\$26.05	\$26.38	\$26.78
5	3-4	90.0%	\$27.05	\$27.32	\$27.59	\$27.93	\$28.35
6	4-5	95.0%	\$28.55	\$28.83	\$29.12	\$29.48	\$29.93
7	5 or More	100.0%	\$30.05	\$30.35	\$30.65	\$31.03	\$31.50

Part-Time Custodian **\$20.98** **\$21.19** **\$21.40** **\$21.40** **\$21.67** **\$22.00**

Step	Yrs of Svs	Rate of Pay	2019-20	2020-21	2021-22	2022-23	2023-24
1	0-¼	75.0%	\$15.74	\$15.89	\$16.05	\$16.25	\$16.50
2	¼-1	78.0%	\$16.36	\$16.53	\$16.69	\$16.90	\$17.16
3	1-2	80.0%	\$16.78	\$16.95	\$17.12	\$17.34	\$17.60
4	2-3	85.0%	\$17.83	\$18.01	\$18.19	\$18.42	\$18.70
5	3-4	90.0%	\$18.88	\$19.07	\$19.26	\$19.50	\$19.89
6	4-5	95.0%	\$19.93	\$20.13	\$20.33	\$20.59	\$20.90
7	5 or More	100.0%	\$20.98	\$21.19	\$21.40	\$21.67	\$22.00

Maintenance/Mechanics **\$31.55** **\$31.87** **\$32.19** **\$32.59** **\$33.08**

Step	Yrs of Svs	Rate of Pay	2019-20	2020-21	2021-22	2022-23	2023-24
1	0 - ¼	75.0%	\$23.66	\$23.90	\$24.14	\$24.44	\$24.81
2	¼ - 1	78.0%	\$24.61	\$24.86	\$25.11	\$25.42	\$25.80
3	1 - 2	80.0%	\$25.24	\$25.50	\$25.75	\$26.07	\$26.46
4	2 - 3	85.0%	\$26.82	\$27.09	\$27.36	\$27.70	\$28.12
5	3 - 4	90.0%	\$28.40	\$28.68	\$28.97	\$29.33	\$29.77
6	4 - 5	95.0%	\$29.97	\$30.28	\$30.58	\$30.96	\$31.43
7	5 or More	100.0%	\$31.55	\$31.87	\$32.19	\$32.59	\$33.08

7.2 Salary Schedule (On or after July 1, 1997)

STEP	Years of Service in District	Rate of Pay
1	0 - % (Exclusive)	75% of the current rate
2	¼- 1	78% if the current rate
3	1 - 2	80% of the current rate
4	2 - 3	85% of the current rate
5	3 - 4	90% of the current rate
6	4 - 5	.95% of the current rate
7	6 or more years	100% of the current rate

Part-Time Custodians

No part-time custodial employees shall be adversely affected. Therefore, all current part-time employees shall be placed at Step 7 of the current part-time rate of the contract. Retro activity to resolve the outstanding grievance shall be based upon the seniority of the full-time custodian rate of pay.

7.3 Day Rate of Pay

When night custodians work-day shifts, they will receive the day rate of pay for all day shift hours worked.

7.4 Salary Schedule - Stipends for Building Checking Only

Employees who are assigned to check District buildings (Sundays and Holidays for a minimum of .5 hours each visit) shall receive an annual additional stipend \$1,000.00 for the life of the contract in two (2) payments, the first payment to be made on/or after December 15th in the amount of \$500.00 and the second payment to be made on/or before June 30th in the amount of \$500.00.

7.5 Overtime

Employees will be paid overtime according to the following guidelines:

- A. The overtime rate of double time is to be paid for approval time worked on Sundays or paid holidays excluding the checking of District buildings.
- B. The overtime rate of time and one half is to be paid for approved time-paid in excess of forty (40) hours per week excluding the checking of District buildings. The work week is defined as beginning on 12:01 a.m. Monday through and ending at 12:00 midnight on Sunday.
- C. No employee shall be assigned to work on extra-curricular or community events requiring overtime without the prior written approval of the District Central Administration.
- D. Employees approved to work overtime on snow removal, will be compensated at the rate applicable under the terms of this Agreement.

7.6 Salary for Extra Curricular and Community Events

- A. An employee assigned to work an extra-curricular or community event shall be paid a minimum of one (1) hour. If the extra-curricular or community event occurs on a Sunday, or on a paid holiday as defined herein, the employee should be paid the applicable overtime rate set forth in Section 7.3. No employee shall be

assigned to work an extra-curricular or community event requiring overtime without the prior written consent of the District Central Administration Office.

- B. An employee is to be on duty at all school building activities when children are involved and/or participating.

THIS SECTION DOES NOT APPLY TO ACTIVITIES HELD AT THE DISTRICT'S ADMINISTRATIVE SERVICE CENTER.

ARTICLE VIII

FRINGE BENEFITS

8.1 Insurance-Health

The Board of Education will offer health insurance coverage to full time employees with each employee providing a retroactive (July 1, 2015) "fair share" contributions as follows:

2019-2024
5.0%

8.2 Insurance-Life

The Board shall provide each Full-time employee with a group term life insurance policy in an amount based upon annual salary as follows:

ANNUAL SALARY	AMOUNT OF INSURANCE
\$0-\$9,999	\$7,000
\$10,000 - \$19,000	\$10,000
\$20,000 and Up	\$50,000

8.3 Insurance-Dental

The Board shall provide a group dental insurance plan for full-time employees and their dependents. The Board shall contribute \$121.00 per employee per year toward the cost of individual employ overage under the dental insurance plan for those employees who select Coverage.

8.4 Paid Holidays

July 4 th	New Year's Day
Labor Day	Martin Luther King's Birthday
Columbus Day	Lincoln's Birthday
Thanksgiving Day	Pulaski's Birthday
Day after Thanksgiving	The Friday prior to the week of Spring Break
Christmas Day	Memorial Day

When any of the above holidays fall on a weekend, a day off during the week shall be given in observance of the same. The Board will determine when that day off will occur.

Employees shall also be given Veteran's Day, Christmas Eve and New Year's as paid holidays but only if they occur during the work week.

In the event the state legislature determines that Pulaski's Birthday is no longer a holiday where a day off is required, Pulaski's Birthday will no longer be observed as a paid holiday under this Agreement.

8.5 Vacation with Pay

Full time employees (260 days) are granted paid vacation as follows: Length of service as of July 1st.

Less than 1 Year	Prorated based upon ten (1) days
After completion of 1 year	Ten (10) days
After completion of 5 years	Fifteen (15) days
After completion of 10 years	Twenty (20) days

Vacations shall be scheduled at least thirty (30) days in advance and approved in writing by the Central Administration. Employees shall be allowed to take up to three (3) vacation days during winter break. No vacations shall be taken during spring break, during the last two weeks of the school term or the three (3) weeks before the next school term.

Vacation time shall be scheduled in a manner that will meet the needs of the school district and minimize the need to pay overtime to cover vacations. The selection of available dates on a Vacation Schedule shall be based on seniority.

When an employee is reassigned from a position in the District which he/she was not eligible for paid vacation to a full time, twelve month position, vacation days will be determined by the continuous service date of hire within the District.

8.6 Intra-District Travel Allowance

Upon prior written approval by an authorized supervisor, Employees who are assigned responsibilities in more than one building, shall be granted a monthly transportation allowance based upon the current I.R.S. reimbursement rates for personal vehicles.

8.7 Uniform Allowance

The Board shall provide each employee three (3) pairs of trousers and three (3) shirts when placed on regular staff or as soon thereafter as practical and provide the same every year thereafter. One (1) jacket shall be provided when the employee is placed on regular staff or as soon thereafter as practical and also every fourth (4th) year thereafter. All employees shall be required to carry their District issued radio with them at all times. In the event an employee's uniform jacket becomes damaged, the employee may turn in the uniform to the District and request replacement. When a replacement item is issued, the old item will be inspected by the District official in charge of replacing the item. Replacement of the jacket will be dependent on availability of jackets.

8.8 Tuition Reimbursement

Employees voluntarily taking job related courses for a college or university may be granted a subsidy up to \$250.00 per year for final grade "B" or better. Courses must be approved by the Superintendent or designee prior to enrollment. Original transcripts and

proof of payment must accompany the proper reimbursement form in order for reimbursement to be made.

8.9 Perfect Attendance Stipend

Employees having 100% attendance for a contract year shall be given a \$100.00 stipend at the end of the contract year.

8.10 Employees – Employed by the District – Twenty (20) Years or More

Employees who have been continuously employed by the District for twenty (20) years or more and who retire from the District through IMRF at the age of sixty (60) or older shall be eligible for full single Health Insurance paid by the District until age sixty-five (65). Employees electing family coverage shall pay the difference between policy costs.

ARTICLE IX

HEALTH AND SAFETY

9.1 If an employee has justifiable reason to believe that his/her own safety and health are in danger due to an alleged unsafe working condition, he/she shall inform his/her supervisor who shall have the responsibility to determine what action, if any, shall be taken. It is agreed that this Article of the Agreement is not arbitral.

9.2 The District shall assist the employee who may had an injury on the job or be assaulted on the job by a student, employee or the public and or suffered a personal property, the District shall inform and educate the staff of the process of how to file an action/claim on such matters with the District's insurance carrier.

WORKERS' COMPENSATION

An employee who is injured while in the course of his/her employment is entitled to receive his/her full pay for fifteen (15) work-days from the date of the accident. During such period, any disability payments made to the injured employee under the Workers' Compensation Act shall be paid by the employee to the Board. Upon completion of the fifteen (15) day period, the employee shall retain any further Workers' Compensation Act payments made to him/her. It is further provided that no sick leave accumulated to the credit of any employee will be deducted for time off because of an injury incurred in the course of his/her employment. During the term of the Workers' Compensation Act disability, the Board shall continue health insurance coverage under the same terms as when the employee was injured.

ARTICLE XI

PERSONAL LEAVE, SICK LEAVE AND BEREAVEMENT LEAVE

11.1 Personal Leave

Personal leave is available for employees to conduct personal business which cannot be accomplished outside of the regular workday. Each request for personal business leave is to be submitted, in writing, with reason(s) to the Superintendent or his/her designee for his/her approval five (5) work -Days prior to the date of the requested leave. Such reasons shall be kept strictly confidential. Employees must provide documentation for jury duty leave to include the official notification and copy of the check issued for jury duty service.

- A. Personal leave shall be granted at the discretion of the Superintendent of his/her designee.
- B. Except in extraordinary circumstances (which shall be explained in writing to the Superintendent or his/her designee) personal leave shall not be granted during the first five (5) or last five (5) pupil attendance days of the school year. In addition, personal leave will not be granted on a Friday, Monday or on the work-day immediately preceding or following a holiday or recess period; or the absence of prior written approval.
- C. Each full-time employee shall be entitled to two (2) days of personal leave per year at full pay with the following provisions:
 - 1. Employees shall voluntarily limit use of such leave to matters which cannot be scheduled during non-work days and hours. With concurrence of the Union each substantial misuse of this leave will result in the loss of one day's pay.
 - 2. When circumstances permit, applications shall be submitted to the Central Administration five (5) days prior to the date of the requested absence.
 - 3. Approval of said leave shall be made by the Central Administration on a first received, first approved basis. In the event too many applications are received simultaneously for the same day, approval shall be on the basis of seniority.
 - 4. Unused leave shall be added to accumulated sick leave at the end of each fiscal year.

11.2 Sick Leave

Each full-time employee shall accumulate twelve (12) sick days per year. Each part-time employee shall accumulate a maximum of ten (10) prorated sick days per year. Sick leave shall accumulate in proportion to the amount of time worked calculated pursuant to the District's policy.

- A. Sick leave may be accumulated to an unlimited amount. During an employee's probationary period, an employee earns sick leave but cannot use sick leave until the employee has successfully completed his/her probationary period.
- B. A physician's certificate is required in every case of absence of three (3) or more consecutive days. A physician's certificate is required when an employee uses sick

leave the day before and the day after a paid holiday(s). The certificate must state the kind and nature of the illness or injury and that the employee has been incapacitated from work for the period of absence.

- C. The Board may require reasonable proof of illness and a certificate from a physician, designated by the Board, at the Board's expense, from any employee after five (5) consecutive days of sick leave had been used.

11.3 Bereavement Leave

Bereavement leave will be granted up to three (3) days due to a death in the immediate family that requires travel of less than two-hundred and fifty (250) miles; or five (5) days for a death in the immediate family that requires more than two-hundred and fifty (250) miles of travel.

"Immediate family" shall be defined as father, mother, brother, sister, son, daughter, husband, wife, grandmother, grandfather, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law and any relatives living in the household of the employee. Evidence of the death and relationship to the employee is to be provided to the Board when so requested by the employer.

11.4 Sick Days Stipend

The Board will grant a stipend to employees leaving district employment in good standing with eight or more years of service with the District and as a reward for good attendance on the following \$35.00 per day for each accumulated sick day. For a maximum of twenty-five (25) days with eight or more years of service in the District. This stipend is not to be construed as payment for unused sick days, but as a reward for those employees leaving the district in good standing with good attendance.

11.5 Inclement Weather

The personnel required to work on designated "snow days" will receive eight (8) hours pay for a minimum of four (4) hours worked.

ARTICLE XII

GRIEVANCE PROCEDURE

12.1 Definitions

The following terms used in this Section are defined as follows:

A. Grievance

A grievance is defined as a written complaint or claim by an employee, a group of employees or the Union that there has been a violation misinterpretation or misapplication of specific provisions of this Agreement.

B. Days

Days shall mean school days according to the Official School Calendar except when a grievance is submitted less than twenty (20) school days before the close of the current school term, if a grievance is submitted less than twenty (20) school days before the close of the current school term, days shall consist solely of working days, when the District's

business office is open in order to resolve the matter before the close of the school term or as soon thereafter as possible.

C. Grievance is any employee, a group of employees, or the Union on behalf of an employee under this Agreement.

D. Immediate Supervisor

Immediate Supervisor shall mean the supervisory employee directly in charge of the Employee who is asserting the grievance.

12.2 Right to Representation

A. Assistance

The Board acknowledges the right of the Union to assist a grievant at any level of the grievance procedure if it obtains the grievant's consent. The Union acknowledges the right of any member of the Administration to receive assistance, as desired, in any step of the grievance procedure.

B. Presence

At any level of the grievance procedure, the Board shall give the Union the opportunity to be present.

12.3 The Limits

Failure of any employee to act upon a grievance within the prescribed time limits will act as a bar to any further appeal and an Administration's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual consent.

12.4 Informal Discussion

The Union and the Board agree that it is incumbent upon an employee and his/her immediate supervisor to resolve a grievance through free and informal communications. When requested by an employee, a Union representative may accompany the grievant to assist in the informal resolution of the grievance.

An employee shall continue an informal discussion with his/her immediate supervisor within ten (10) days after the occurrence of the incident, which brought about the grievance. Within ten (10) days after receiving notice that the employee desires an informal discussion of the grievance, the supervisor shall promptly discuss all relevant circumstances with the employee and consider and examine the causes of the grievance, attempting to resolve it within the limits of his/her authority. If not satisfied with the immediate supervisor's response, the employee or the Union may initiate a formal grievance.

12.5 Initiating a Grievance

A. Grievance at Building Level

If a problem cannot be resolved informally, the employee shall present the grievance in writing on the Grievance Form, Exhibit A. If the grievance involves the act of an immediate supervisor, the grievance shall be at Step 1.

B. Grievance at Other than Building Level

If the grievance involves an act of an Administrator other than the immediate Supervisor, the grievance shall initially be filed at Step 2 of the grievance procedure after the grievant has first advised the Administrator involved.

12.6 STEP 1 – Immediate Supervisor Level First State

In lieu of an unsatisfactory response or no response from the immediate supervisor within the allowed timeframe, the aggrieved employee shall file a formal grievance in writing and, at a mutually agreeable time, within twenty (20) working days following the unsatisfactory decision of the immediate supervisor. The Principal has the authority to make a decision on grievances and shall make a decision and communicate in writing to the employee, Superintendent and the Union representative within twenty (20) working days after the conclusion of the grievance meeting. In the event a time limit expires without the issuance of a written decision by the Principal/Director, or in the event the Principal elects to not hear the grievance, the employee may proceed to the second state of the grievance process. In the event the grievance is of a nature that affects more than one (1) school, and the grievant desires, the grievance may be moved immediately to the second stage by mutual consent of the Superintendent and Union representative.

12.7 STEP 2 – Second Stage

Observances of the First State, the aggrieved employee may file, within ten (10) working days of the Principal/Director's written decision or reply, two (2) copies of the grievance. One (1) copy shall be filed with the Union representative and one (11) copy shall be filed with the Superintendent. Within Ten (10) working days after such written grievance is filed, the aggrieved, the Union representative, and the Principal involved at the First Stage, and the Superintendent shall meet to resolve the grievance.

The Superintendent shall file a reply within twenty (20) working days of the termination of the meetings or, in the event a meeting is not held, within twenty (20) working days of the receipt of the grievance, and communicates it in writing to the employee, Principal, Union representative and Board President.

12.8 STEP 3 – Third Stage

If the grievance is not resolved by the Superintendent, the aggrieved party or representative must file, within ten (10) days of the receipt of the Superintendent's response, an appeal to the Present of the Board of Education. The Board of Education shall hold a meeting of the parties and respond within twenty (20) working days of the receipt of the grievance.

12.9 STEP 4 – Arbitration

A. Binding Arbitration

If the grievance is not resolved by the procedure outlined in the Second Stage, within thirty (30) days of the receipt of the Superintendent's written reply there shall be available a Third State of binding arbitration. The Union representative may submit the grievance to arbitration under the Voluntary Labor Arbitration rules of the American Arbitration Association (AAA), which shall act as administrator of the proceedings. If a demand for arbitration is not filed within thirty "(30) working days from the conclusion of the Second Stage, then the grievance shall be deemed withdrawn, and therefore, not eligible for further review or consideration.

Each party shall bear full costs for its representation in the arbitration. The cost of the arbitrator and the mediator shall be divided equally between involved parties. If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided between involved parties. Jurisdiction of the arbitrator shall be limited to determining questions involving the interpretation, Application or alleged violations of the terms of this Agreement and/or policies of this school district, only as such policies relate to wages, hours, terms and conditions of employment.

The arbitrator is empowered to include reasonable recommendations including monetary awards or other remedies; however, nothing contained herein shall grant the arbitrator the authority to grant punitive damages.

The arbitrator's recommendation shall be made available to the Board for implementation within thirty (30) days of the arbitrator's award. There shall be no appeal of the arbitrator's award, except where expressly provided by law. The Arbitration proceedings shall take place at a mutually agreed upon location.

B. Indemnification of the District

The Union shall indemnify the District against Duty or Fair Representation suit for the Union's failure to take a grievance to arbitration.

C. Conditions of Arbitration

Neither party to the grievance will be permitted to asset grounds not previously introduced in the grievance process. Each party shall be entitled to representation and witnesses. The arbitrator shall have no power to alter the terms of this Condition.

D. Cost of Arbitration

Each party shall bear full costs for its representation in the arbitration. The cost of the arbitration and mediator shall be divided equally between involved parties.

If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided between involved parties.

E. Arbitrator Decision

The arbitrator's decision must be based solely and only upon his or her interpretation of the meaning or application of the express, relevant language of the Agreement.

12.10 Release Time

Should the investigation of any grievance require, in the judgment of the Superintendent, that an employee be released from his/her regular assignment, he/she will be released without loss of pay or benefits, pending Board approval. The Board of Education will make the final determination decision.

12.11 No Reprisals

No reprisals shall be taken by anyone because of the Employee's participation in the grievance.

12.12 Forum for Action

Should any member of the bargaining unit commence an action against the Board and/or any of its members, individually or collectively, before any state or federal administrative agency, court or tribunal, charging the Board or any of its members with a violation of any of the rights granted to or enumerated in this Agreement, said action shall act as a bar to the commencement or further processing of the grievance.

12.13 Withdrawal of Grievance

The grievant shall notify the Superintendent, Department Director and the Union representative in writing if the grievance has been withdrawn.

12.14 Grievance File

All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

ARTICLE XIII

DISCIPLINE

13.1 Types of Discipline

At all times, supervisors and employees are encouraged to communicate with one another and to resolve any problems that may arise. However, the Board and the Union recognize that, from time to time, circumstances will arise which require just dispensation of discipline. The parties agree that disciplinary action shall be for just cause shown. Where applicable, discipline will be performed in a progressive manner. The types of discipline agreed to by the parties are as follows:

A. Oral Warning

The oral warning shall be delivered to the employee by the supervisor. The supervisor shall draft a memorandum of oral warning. A copy of such memorandum shall be served upon the employees who shall sign a copy to acknowledge receipt thereof and to further acknowledge the employee's understanding that the signed copy shall be retained by the supervisor. Such memorandum may be used as evidence in future disciplinary actions with regard to said employee.

B. Written Warning and Conference

Where the unsatisfactory performance or conduct giving rise to the oral warning has not been resolved, the employee and supervisor shall meet with Human Resources to discuss the problem. The Union shall be notified and shall have a right to be present at the meeting. At said meeting, acceptable performance shall also be discussed. A written memorandum shall be prepared and given to the employee with copies to the supervisor and to Human Resources. All persons present shall sign said memorandum.

C. Suspension

If the unsatisfactory performance or behavior has not been corrected within the timeframe established in the written warning and conference step, a second meeting shall be held with the Supervisor and Human Resources wherein the reasons for a suspension shall be discussed. The Union shall be notified and shall have a right to be present at the meeting.

D. Discharge

If the unsatisfactory performance or behavior has not been corrected after the suspension of the employee, employee may be discharged from employment with the District. The employee shall be given written notice of the reasons for such discharge and be provided with an opportunity to respond to the Superintendent prior to a decision regarding the anticipated discharge. The Union shall be notified and shall have a right to be present for the meeting with the Superintendent.

E. Exceptions or Progressive Steps

Nothing herein shall limit the right of the District to affect an emergency suspension, without pay, of an employee where the conduct of the employee is flagrant, grossly insubordinate, or otherwise non-remediable. Conduct of the employee that is flagrant, grossly insubordinate or otherwise non-remediable may result in the suspension of

progressive discipline and the imposition of a more serious penalty.

F. Board Policy

Any discipline action carried out will be consistent with Bellwood School District 88 Board Policy.

13.2 Pre-Disciplinary Meeting

For discipline other than oral warnings, an agent of the Superintendent shall notify the Union and schedule a pre-disciplinary meeting with the employee and the Union. However, other than for a written warning conference, the meeting hereinafter described shall be mandatory. At this meeting the agent of the Superintendent shall inform the employee of the reason(s) for potential or contemplated discipline. The employee and the Union designated person shall have the right to rebut or clarify the reasons for such discipline. Refusal to attend any properly called upon meeting may result in disciplinary action.

The persons present at this meeting shall be limited to the employee, the (1) Union designated representative, the supervisor involved, Human Resources, and the agent of the Superintendent. No other persons shall be present.

There shall be compliance with the provisions of this Section prior to the imposition of any discipline provided for in Section 1, subparagraphs C and D thereof.

13.3 Notification and Measure of Discipline

Once the Superintendent has determined the measure of discipline, for that offense only, it shall not be increased for such offense. All levels of disciplinary action against an employee shall be done so in writing with full reasons stated therein. A copy of such disciplinary action shall be served upon the employee and the Union.

13.4 Removal of Discipline

Any disciplinary action other than dismissal shall be removed from an employee's file after three (3) years for an oral and written and four (4) years for a suspension, if the employee has received no additional discipline. If an employee has repeated disciplinary action after one has been removed from his/her file, a repeat offender notation will be placed in the employee's file and may disqualify him/her from the exclusion of prior removal of disciplinary actions. If this exclusion is used the discipline actions shall be removed after three (3) years for oral and written and four (4) years for suspension. Illegal drugs offenses (charges) shall be kept on file indefinitely.

13.5 Policy Changes

During the term of this agreement, the District agrees to notify the Union when or if it contemplates a policy change which will affect the wages,

hours or terms and conditions of employment of employees working under this agreement. The District further agrees to notify the Union in writing within twenty (20) working days if it intends to implement such change.

ARTICLE XIV

NO STRIKE/NO LOCKOUT

The Union agrees that it will not during the period of this agreement directly or indirectly engage in strike or withhold services. The Employer agrees that it will not engage in a lockout during the period of this agreement.

ARTICLE XV

DURATION

The Board and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining.

Accordingly, the Board and Union hereby understand and agree that:

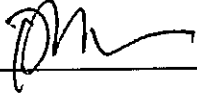
1. This Agreement embodies the complete and final understanding reached by the parties as to the wages, hours, terms and conditions of employment for employees covered by this Agreement.
2. All past practices not herein set forth are canceled.
3. This Agreement may not be supplemented or amended during its term except by the written, mutual agreement of the Board and Union.
4. The Union agrees that the Board shall not be obligated to bargain collectively with the Union during the term of this Agreement with respect to any matter pertaining to or having an impact on wages hours, terms and conditions of employment, whether or not such matter may have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed with Agreement, and the Union hereby, specifically waives any right which it might otherwise have to request or demand such.
5. The Board will ensure that during the terms of this Agreement, contracted custodial or maintenance services will not be utilized to replace custodial or maintenance employees in the District unless mutually agreed upon.

ARTICLE XVI

EXECUTION


This Agreement shall become effective as of _____ and shall remain in full force and effect until and including _____.

LOCAL NO. 73 SERVICE EMPLOYEES INTERNATIONAL UNION



In witness thereof, signed this _____ day of _____ 2020.

**THE BOARD OF EDUCATION OF COOK COUNTY,
BELLWOOD SCHOOL DISTRICT No. 88,
BELLWOOD, ILLINOIS**



In witness thereof, signed this 30 day of Oct 2020.