

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  
2024 - 2027

## **TABLE OF CONTENTS**

DEFINITION OF TERMS	3
RECOGNITION	4
NON-DISCRIMINATION	4
UNION/CUSTODIAN AND MAINTENANCE EMPLOYEE RIGHTS AND RESPONSIBILITIES	5
MANAGEMENT RIGHTS	6
DUE DEDUCTION AND REMITTANCE, FAIR SHARE	7
SENIORITY, OVERTIME, LAYOFFS AND RECALLS, PROBATIONARY PERIOD	8
SALARIES	12
FRINGE BENEFITS	13
HEALTH AND SAFETY	17
WORKERS COMPENSATION	17
PERSONAL LEAVE, SICK LEAVE AND BEREAVEMENT LEAVE	17
GRIEVANCE PROCEDURE	20
DISCIPLINE	24
WORK DAY	27
NO STRIKE/NO LOCKOUT	27
DURATION	27
EXECUTION	28

## DEFINITION OF TERMS

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 have the meaning contained in Article I – Recognition
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 2024 - 2027.
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, or 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 following 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 of 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 IV - 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 notice from the Union, 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. 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.
- 5.2 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 and indemnify the Board in 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.
- 5.3 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 administrative ruling or judgment of a court.

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 Application of Seniority**

Qualifications, past evaluations, and job skills required for a position shall be considered when promoting, filling permanent openings or vacancies in categories, shift assignments, lateral assignments, and transfers. If all qualifications, past evaluations, and job skills are substantially equal as determined by Administration, seniority shall be the determining factor.

**6.3 Loss of Seniority**

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

1. Resignation
2. Dismissal
3. Retirement

**6.4 Suspension of Seniority**

Seniority is retained and shall not accrue during District approved leave of absence or 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, employees involved, the qualifications, skills, ability to perform and past performance are relatively equal.



**6.6 Access to Employee Lists**

Within five business days after each month's regular Board meeting, the Employer will send the Union a list of all current employees, which shall include each employee's name, current position by title, category seniority, rate of pay, home address, work email, home email and personal cell number if on file with the Employer, and building location. The Union is entitled to obtain names, wages, seniority, job titles, steps on the salary schedule and work location for 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 seniority beginning with the least senior eligible employee in the building.

**6.8 Vacancies**

When any and all bargaining unit positions become vacant or available, notice of such positions will be posted by Administration in all District buildings for a minimum of five (5) working days. The District will email all bargaining unit employees a notice of the posting on the first day it is made available. Positions shall be filled on the basis of seniority and qualifications. If qualifications and past performance of applicants are 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 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 Custodian, Part-time Custodian, Full-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. No part-time employee will be utilized to displace or otherwise diminish a Full-time employee or position.

**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 provided 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.

A committee of 3 Union stewards and 3 District administrators will convene annually to review job descriptions and make recommended changes to the Administration. Job descriptions will not be changed without the committee meeting to discuss the changes. If there are significant changes to a job description then the Union will be given the opportunity to conduct impact bargaining.

**6.18 New employees will be trained and qualified to the satisfaction of school administration.**

## ARTICLE VII SALARIES

### 7.1 **Salary Schedule**

The following Salary Scale shall be effective July 1, 2024:

<b>SALARY SCHEDULE</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
	<b>2024 - 25</b>	<b>2025 - 26</b>	<b>2026 - 27</b>
Full Time Custodian	\$32.45	\$33.42	CPI Floor 2% Ceiling 5%
Part-Time Custodian	\$32.45	\$33.42	CPI Floor 2% Ceiling 5%
Full-Time Maintenance	\$34.00	\$35.02	CPI Floor 2% Ceiling 5%
Part-Time Maintenance	\$34.00	\$35.02	CPI Floor 2% Ceiling 5%

### 7.2 **Step Placement**

New employees hired in a custodial position after July 1, 2024 shall be placed at Step 1 on chart 7.2.

New employees hired in a maintenance position after July 1, 2024 shall be placed on a step based on previous experience and certification on chart 7.2.

#### Salary Scale 7.2

<b>STEP</b>	<b>Years of Service in District</b>	<b>Rate of Pay</b>
1	0 - ¼	75%
2	¼ - 1	78%
3	1 - 2	80%
4	2-3	85%
5	3 - 4	90%
6	4 - 5	95%
7	5 or more years	100%

### 7.3 **Salary Schedule — Stipends for Building Checking Only**

Employees who are regularly 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 15<sup>th</sup> in the amount of \$500.00 and the second payment to be made on/or before June 30<sup>th</sup> in the amount of \$500.00.

### 7.4 **Overtime**

Employees will be paid overtime according to the following guidelines:

- A. The overtime rate of double time is to be paid for approved 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 begins at 12:01 a.m. Monday and ends at 12:00 midnight on Sunday.
- C. No employee shall be assigned to work at 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 7.4.
- B. An employee is to be on duty at all school building activities when children are involved and/or participating.

**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:

2024-2027  
5.0%

**8.2 Insurance-Life**

The Board shall provide each Full-time employee with a group term life insurance policy in the amount of \$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 coverage under the dental insurance plan for those employees who select Coverage.

#### 8.4 **Paid Holidays**

Holidays are days for which employees will be paid their regular rate of pay and will under most circumstances, not be required to work. Employees shall receive the paid holidays that fall on days they are regularly scheduled to work.

July 4th	New Year's Day
Labor Day	Martin Luther King's Birthday
Columbus Day	Lincoln's Birthday
Thanksgiving Day	Pulaski's Birthday
Day after Thanksgiving	Good Friday
Christmas Day	Memorial Day
	Juneteenth

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 any of the holidays is no longer a holiday where a day off is required, that holiday 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 1<sup>st</sup>.

Less than 1 Year	Prorated based upon ten (10) 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 not less than fourteen (14) calendar days in advance through the District's online portal and approved in writing by the Central Administration. Responses to requests shall not be unreasonably withheld or delayed. Once vacation time is approved, it cannot be rescinded. Employees may take no more than 10 consecutive

vacation days. The superintendent or designee shall have discretion to permit more than ten (10) days of consecutive vacation days provided the dates are submitted at least 6 months in advance and are not annually occurring. The Superintendent/designee's decision shall not be subject to the grievance procedures.

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.

Employees are encouraged to submit vacation requests as early as possible. 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 Administration may deny a vacation request based on the District's operational needs.

Upon ratification of this collective bargaining agreement, all Employees shall be notified of a two-week window of time during which all Employees may submit vacation requests for the 2024-2025 school year. If two or more Employees submit a vacation request at the same time for the same dates that cannot all be approved, the selection of available dates shall be based on seniority. After the initial two-week period, requests for vacation for the remainder of the 2024-2025 school year shall be processed on a first come first served basis. If two or more Employees submit a vacation request at the same time for the same dates that cannot all be approved, the selection of available dates shall be based on seniority.

Effective July 1, 2025, Employees may submit vacation requests from July 1 - July 14 for that entire school year and only seniority will be considered for approval. On or after July 15, requests for vacation for the remainder of that school year shall be processed on a first come first served basis. If two or more Employees submit a vacation request at the same time for the same dates that cannot all be approved, the selection of available dates shall be based on seniority.

Employees who have five (5) or fewer days of vacation time at the end of a fiscal year will be permitted to roll over those days to be used by October 1 of the next fiscal year. Days in excess of five vacation days not used by June 30 and/or the five rolled over vacation days not used by October 1 shall be lost. Days not used because the Administration has denied a vacation request shall convert to sick leave by June 30 and/or October 1.

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 who are eligible for paid sick leave under this Agreement and who have 100% perfect attendance during each semester of this Agreement shall be given a \$100.00 stipend each semester. The stipend shall be distributed to the employee in January for perfect attendance through December, and in July for perfect attendance during the second semester.

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

Employees who have been continuously employed by the District for 20 years or more and who retire from the District through IMRF shall be eligible for full single Health Insurance paid by the District until eligible for Medicare.

**8.11 Boiler/HVAC Training Stipend**

The Superintendent or designee shall identify employees to receive boiler/HVAC training certification. The District shall identify the initial/refresher course, authorize specific employees to attend the course, and cover the cost of the course if applicable.

At the beginning of each fiscal year, the District shall assign one custodian in each building who has been properly certified to utilize the training on a daily basis, and pay each assigned custodian a \$1,500 stipend per fiscal year, paid in two installments.



There is no guarantee that the same custodian shall be eligible for the stipend from one fiscal year to another.

#### 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 have 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.

#### X - 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) workdays 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 workday 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 the use of such leave to matters which cannot be scheduled during non-workdays 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 of sick and/or personal leave. A physician's certificate is required when an employee uses sick leave the day before or the day after a paid holiday or before or after a vacation day. The certificate must state the nature of the illness or injury and that the employee has been incapacitated from work for the period of absence. The Superintendent or Designee shall have discretion to waive the certification requirement. The Superintendent/designee's decision shall not be subject to the grievance procedures.

- 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 have been used.

### **11.3 Bereavement Leave**

In the case of a qualifying event, an employee will be granted leave at full pay for a period not to exceed three (3) days that requires travel of less than 250 miles and five (5) days for a death in the immediate family that requires more than 250 miles of travel.

A qualifying event shall be defined as any event that would entitle an employee to take unpaid bereavement leave under the Family Bereavement Leave Act, or the death of a parent, step-parent, spouse, civil union partner, brother, sister, child, step-child, grandparent, grandchild, parent-in-law, brother-in-law, sister-in-law, legal guardian, son-in-law, daughter-in-law or legal dependent. A civil union is defined as a legal relationship between two (2) persons of either the same or opposite sex, established pursuant to the Illinois Religious Freedom Protection and Civil Union Act.

Employees may use one (1) day of bereavement leave for attendance at the funeral or visitation of close personal friends or other family members not identified as "Immediate Family" above, with explanation of the relationship to the principal, up to a maximum of three (3) such bereavement leave days per year.

The Parties agree to abide by the Family Bereavement Leave Act ("FBLA") and all other State and Federal laws that govern bereavement leave.

Leave under the FBLA is only available to employees who qualify for unpaid leave under the federal Family Medical Leave Act and all first-year employees who might not otherwise qualify for FMLA leave. The FBLA does not create a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or is in addition to, the unpaid leave time permitted by the federal FMLA.

### **11.4 Sick Day 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 the Union that there has been a violation, misinterpretation or misapplication of specific provisions of this Agreement. The grievance shall specify the facts supporting the Union's position.

**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. Grievant**

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

**D. Immediate Supervisor**

Immediate Supervisor shall mean the supervisory employee (Director or Principal) directly in charge of the Employee for whom the grievance is asserted.

**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 Time Limits**

Failure of the Union 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 grievance 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 employee 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 within five (5) days, 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 Union 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 the event of an unsatisfactory response or no response from the immediate supervisor within the allowed timeframe, the Union shall file a formal grievance in writing with the Principal/Supervisor within twenty (20) working days.-The

Principal/Supervisor has the authority to make a decision on grievances and shall make a decision and communicate it 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/Supervisor or in the event they elect to not hear the grievance, the Union may proceed to the second stage of the grievance process. In the event the grievance is of nature that affects more than one (1) school, 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**

In the event a grievance has not been resolved at the First Stage, the Union may file, within ten (10) working days of the Principal/Supervisor's written decision or reply 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 communicate 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 Union may file, within ten (10) working days of the receipt of the Superintendent's response, an appeal to the President 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 Third Stage, within thirty (30) working days of the receipt of the Superintendent's written reply, Union may submit the grievance to arbitration to the Federal Mediation and Conciliation Service (FMCS), 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 Third 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 assert 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. 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, Superintendent and their agent. 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 reduced to 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 disqualifies him/her from the exclusion of prior removal of disciplinary actions. Discipline related to illegal drugs offenses (charges), harassment or discrimination, or a warning or information regarding allegations or findings related to an incident of misconduct as defined by 105 ILCS 5/22-85.5 or any information or documentation required to be maintained pursuant of Section 8 of the Personnel Record Review Act 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 - WORK DAY

##### **14.1 Regular Work Day**

The regular workday will consist of eight and one half (8 ½) consecutive hours for all full-time employees, Monday-Friday. Changes that go beyond a two (2) week period to an Employee's start and end times will only be made after giving the Employee a 14 calendar day notice of the changes to be made.

##### **14.2 Lunch and Break Periods**

Employees working in excess of five (5) consecutive hours shall be given a thirty minute duty-free, unpaid lunch period, assigned by his/her supervisor but no later than five (5) hours after the start of the work day.

All Employees who work five (5) consecutive hours or more per day shall have two (2) 15 minute paid breaks during their workday as assigned by their immediate supervisor. Employees may, with permission from their immediate supervisor, combine their unpaid lunch with their two (2) paid 15 minute break periods. In no event will employees be unpaid for the break periods regardless of how the periods are utilized.

#### 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 XVI - 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 XVII - EXECUTION


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

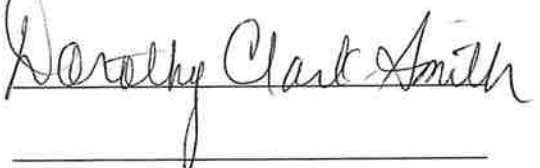
LOCAL NO. 73 SERVICE EMPLOYEES INTERNATIONAL UNION

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In witness thereof, signed this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

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

  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
\_\_\_\_\_

In witness thereof, signed this \_\_\_\_\_ day of \_\_\_\_\_ 2024.