

**AGREEMENT**

**BETWEEN**

**THE BOARD OF EDUCATION OF COOK COUNTY  
SCHOOL DISTRICT 130 COOK COUNTY, ILLINOIS**

**and**

**THE SERVICE EMPLOYEES'  
INTERNATIONAL UNION LOCAL 73, CTW, CLC**

**July 1, 2022 to June 30, 2025**

This Agreement for the period of JULY 1, 2022, to and including JUNE 30, 2025, covers the salaries, fringe benefits, and employment conditions of all Employees of the Board described in Article I, Section A.

**Table of Contents**

PREAMBLE ..... 1

ARTICLE I – RECOGNITION ..... 1

ARTICLE II – GENERAL PRINCIPLES ..... 3

    A. Attaining Objectives ..... 3

    B. Custodial Personnel ..... 3

    C. Board of Education ..... 3

    D. Negotiating Procedure ..... 4

ARTICLE III – BOARD & UNION RELATIONS ..... 4

ARTICLE IV – UNION SECURITY ..... 4

    A. Dues Deductions ..... 4

    B. Cope Checkoff ..... 5

    C. Indemnification ..... 5

ARTICLE V – LEAVES ..... 5

    A. Sick Leave..... 5

    B. Personal Leave ..... 6

    C. Vacations..... 7

    D. Holidays/Holiday Provisions ..... 8

    E. Bereavement Leave..... 9

    F. Jury Leave ..... 10

    G. Parental Leave..... 10

    H. Family and Medical Leave..... 11

    I. Loss of Pay..... 12

ARTICLE VI – WAGES/ BENEFITS/WORK CONDITIONS..... 12

    A. Work Week ..... 12

    B. Wages..... 13

    C. Overtime Rates..... 14

    D. Distribution of Overtime Opportunities..... 14

    E. No Pyramiding..... 15

    F. Overtime ..... 15

    G. Cell Phones and Off Work Availability..... 15

    H. Call In Pay..... 15

    I. Truck Driver Selection..... 15

    J. Building Security and Maintenance Emergency Pay..... 16

K. Retirement Payment.....	16
L. IMRF.....	16
M. Workers' Compensation .....	17
N. Insurance Benefits.....	17
O. Shoe Allowance .....	19
P. Physical Examination.....	19
Q. Probationary Period .....	19
R. Employee Testing .....	20
ARTICLE VII – EMPLOYEE RESPONSIBILITIES.....	21
ARTICLE VIII – EVALUATION.....	22
ARTICLE IX – GRIEVANCE PROCEDURE.....	22
A. Definition .....	22
B. Procedure .....	22
C. Limitation of Remedies.....	23
D. Bypass .....	24
E. Release Time.....	24
F. Grievance Withdrawal .....	24
G. Time Limits.....	24
ARTICLE X – NO STRIKE PLEDGE.....	24
ARTICLE XI – UNIFORMS.....	24
ARTICLE XII – MANDATORY ONLINE TRAINING.....	25
ARTICLE XIII – PERSONAL CAR USE .....	25
ARTICLE XIV – HEALTH AND SAFETY .....	25
ARTICLE XV – CERTIFICATION PAY .....	25
ARTICLE XVI – VIDEO MONITORING AND RECORDING .....	26
ARTICLE XVII – DURATION .....	26
APPENDIX A.....	27

## **PREAMBLE**

This AGREEMENT is effective the 1<sup>st</sup> day of July, 2022, by and between the BOARD OF EDUCATION OF COOK COUNTY SCHOOL DISTRICT 130 (hereinafter referred to as the “Board” or “District” as appropriate) and the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73, CtW, CLC (hereinafter referred to as the “Union”), and applies only to said parties.

Accordingly, it is the intent and purpose of this Agreement to set forth the parties’ entire agreement with respect to the rates of pay, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by the Agreement; to prevent interruptions of work and interference with the operations of the District’s schools; to maintain the highest standards of personal and professional integrity and conduct at all times; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein. Nothing contained herein shall be subject to the grievance procedure.

NOW, THEREFORE, the parties agree with each other as follows:

### **ARTICLE I – RECOGNITION**

- A. The Board of Education of Cook County School District 130 recognizes the Service Employees International Union, Local 73 CtW, CLC as the exclusive bargaining representative for all regular and temporary full time Building Custodians (Classifications I and II only for those members hired before July 1, 2022), Maintenance Personnel and Truck Driver classifications. Excluded from this agreement are supervisory, confidential, and managerial employees as defined by applicable law and all other employees of the Board.
- B. The term “Board” refers to the Board of Education of Cook County School District 130 and its individual members, and/or if the context so requires, its administrators, agents, employees not described in Section A of this Article, and assigns.
- C. Unless otherwise specified, the term “days” means workdays; during a recess period, the term “days” means days that the Board’s administrative offices are open.
- D. The term “District” refers collectively to all facilities and programs of Cook County School District 130.
- E. The term “School” refers to any single educational facility or academic location of the District.
- F. The term “Steward” means the Union representative.
- G. The term “Employee” includes all members of the bargaining unit described in Section A of this Article.

H. The term “Union” refers to the School District 130 Chapter of the Service Employees’ International Union, Local 73, but may include a field representative of the Service Employees’ International Union, CtW, CLC where desired.

I. Temporary Employees - The first three (3) days of extended absence due to injury, illness, leave or vacation will be covered by use of current staff. After three (3) consecutive days of absence, temporary employees may be hired to replace those Employees who are unable to work because of absence due to injury, illness, leave, or vacation. Temporary employees hired to replace Employees on extended leave of absence due to injury or illness shall be included in the bargaining unit, and subject to the salary schedule and terms and conditions of this Agreement. Temporary employees hired to replace Employees on extended leave of absence due to injury or illness shall be hired on a stated time contract for a period of time determined at the sole discretion of the District not to exceed six (6) months in duration. Stated time contracts may be renewed at the District’s sole discretion. Employment ends at the conclusion of the stated time contract, or upon the Employee’s return to work (whichever occurs first). The stated time contract shall include the number of workdays and paid leave days (determined on a pro- rated basis). For example, a temporary employee hired to replace an Employee due to extended leave of absence due to injury or illness shall receive one (1) and 1/12 days per month sick leave.

Temporary employees who work Summer, Winter and/or Spring recess, shall not be included in the bargaining unit and shall not be subject to the salary schedule nor the terms and conditions of this Agreement. A recess shall begin the calendar day after the last scheduled student attendance day and shall end the calendar day before the commencement of the school schedule with student attendance.

Temporary employees on a stated time contract may apply for vacant permanent positions.

If the Board of Education subsequently fills an open position with an employee who has been filling the position on a temporary basis, the employee shall accrue seniority retroactive to the date he/she was hired into the position as a temporary employee.

J. Seniority - Seniority is length of service from the first date of hire as a full time Employee doing bargaining unit work. Upon successful completion of a probationary period of ninety (90) days seniority shall revert to the first date of hire as a full time employee doing bargaining unit work. Seniority shall apply, in case of decrease in the work force, on a District basis. In the event two employees are hired by the Board on the same date, seniority for the purpose of decrease in the workforce shall be determined by the “flip of a coin.” Specifications for staff openings will be carefully drawn and scrupulously observed in the selection process.

When possible, the District will encourage promotion from within the organization; it will also encourage applications from outside the District. Selection will be made on the basis of competency only. Current staff shall be given consideration by application.

## ARTICLE II – GENERAL PRINCIPLES

### A. Attaining Objectives

It is agreed the attainment of objectives of the best custodial program for the District requires mutual understanding between the Board, the Superintendent, the administrative supervisory staff, and the Employees.

### B. Custodial Personnel

The Employees render an important and special service to the District; Employees who are reasonably well satisfied with the conditions under which their services are rendered will make a maximum contribution to the District. The Employees have the right to join or not to join any organization for their economic improvement, and to engage in or refuse to engage in the activities of such organization.

Any individual or group of Employees may present views and opinions to the Board; when matters which are proper subjects for collective bargaining are to be discussed with the Board by such individuals or groups, the Union shall be notified as to such matters.

### C. Board of Education

Except as specifically modified by the terms of this Agreement the Union recognizes that the legal responsibility for the education of the children in the District, and the operation of the District is vested in the Board, and that this responsibility cannot be lawfully delegated.

The Board, on behalf of the electors of the District, retains and reserves the ultimate responsibilities of final decision making for the proper management and administration of the District conferred upon and vested in it by the Statutes and Constitution of the State of Illinois and the United States. Such rights include but are not limited to the following: to plan, direct, control, and determine all the operations and services of the District; to supervise and direct its personnel; to establish qualifications for employment and to employ personnel; to schedule and assign work (provided, that the Board shall maintain one Custodian I position on each shift in each building except the Whittier School, Revere Intermediate School and Horace Mann School); to establish work and productivity standards; to assign overtime; to determine methods, means, organization, and number of personnel by which operations are conducted; to determine whether and which services are to be provided by employees covered by this Agreement; to maintain discipline, order, and efficiency; to make, alter, and enforce reasonable rules, regulations, orders, and policies (provided that only rules, regulations, orders, and policies that are mandatory subjects of bargaining shall be subject to Article IX and the Illinois Education Labor Relations Act),- to evaluate employees; to discipline, suspend, demote, and discharge Employees (excluding probationary and temporary employees) for just cause; to change or eliminate existing methods, equipment, or facilities; and to carry out the mission of the District;

provided, however, that the exercise of any of the above rights shall not conflict with any of the terms of this Agreement.

The Board agrees with the tenets of progressive and corrective discipline, including, but not limited to, oral reprimand, written reprimand, suspension with or without pay, and discharge. Nothing contained herein shall require the Board to exhaust any or all of the listed disciplinary techniques when a determination has been made of the need to discipline an Employee.

**D. Negotiating Procedure**

If the assistance of a mediator is requested by either party in the negotiations for a successor agreement, both parties agree to utilize the services of the Federal Mediation and Conciliation Service (FMCS). Unless otherwise agreed by the parties, the parties agree to adhere to the negotiation and impasse procedures set forth in the Illinois Educational Labor Relations Act and the applicable rules and regulations of the Illinois Educational Labor Relations Board (IELRB), with the understanding that the determination of whether such procedures have been complied with shall be made solely in accordance with the provisions of the Illinois Educational Labor Relations Act and other applicable federal and state laws.

**ARTICLE III – BOARD & UNION RELATIONS**

- A. Membership in the Union or any other employee organization not affiliated with the Board or the District shall not be a condition of employment for any Employee. The Board shall not discriminate in hiring, continuity of employment, promotional opportunities, or otherwise because of an Employee's membership, or his/her lawful organizational activities in the Union or in any other employee's organization, or his/her refusal to join any such organization, or to participate in any such activities.
- B. For Fiscal Years 2022-2023 through 2023-2024, the Board agrees to only expand the use of contracted custodial/maintenance services for the limited purpose of complying with increased custodial/sanitation requirements due to the related government declared emergency or pandemic. No Employees employed at the time of ratification of this Agreement will be laid off or terminated in relation to the purchasing of such contracted services.

**ARTICLE IV – UNION SECURITY**

**A. Dues Deductions**

Upon receipt of a notice from the Union, the Board shall, during the term of this Agreement or until the Board receives notice from the Union that an Employee has revoked the authorization in writing in accordance with the terms of the authorization or the Employee is no longer employed by the Board, deduct payments to the Union (including proper initiation fees), in the amounts certified by the Secretary-Treasurer of the Union. Such deduction or deductions shall be made from the Employee's paycheck on an equal basis

until the total amount of dues is paid, and shall be remitted by the Board to a union official designated by the Union to receive such funds.

**B. Cope Checkoff**

Once each year, normally in January, Employees may submit a written voluntary Union authorization form for the deduction of an amount designated by the Employee for the SEIU COPE fund. The Board will remit these funds semimonthly to the Union accompanied by a list of Employees making the contributions. Contributions shall be not less than \$1.00 per pay period.

**C. Indemnification**

The Union agrees to indemnify and hold the Board harmless against any and all claims, suits, orders, or judgments against the Board or the District resulting from any action taken or not taken by the Board pursuant to this Article and for any damages and reasonable costs incurred for claims made by Employees regarding improper deductions.

**D.** No employee shall be required to join the Union to get or hold a job with the Board.

**E.** The parties agree that the check-off authorization shall be in a form acceptable to the Board and the Union.

**F.** The Board is required, at least once each month and upon request, to furnish the Union with a complete list of the names, job titles, cell phone numbers, work phone numbers, work email addresses, home email addresses (if available) and home addresses of the Employees in the bargaining unit, provided that the Board shall not be required to furnish such a list more than once per payroll period.

The Board must provide the list within ten (10) calendar days from the beginning of every school term and every thirty (30) calendar days thereafter, during the school term.

**ARTICLE V – LEAVES**

**A. Sick Leave**

Sick leave will be interpreted to mean allowable absence because of personal illness, quarantine at home and serious illness or death in the immediate family or household. Immediate family or household is defined as follows: spouse, parents, children, spouses of children, brothers, sisters, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians and/or any designated person sharing the Employee's residence on a permanent basis, and partners in a civil union under Illinois law.

Annually, on July 1, Employees shall be granted Sick leave days with pay in the amount of thirteen (13) days per year. Employees first becoming employed by the District after July 1 will be credited with a full sick leave allowance that shall be prorated from the



Employee's first working day. Upon completion of their probationary period, new Employees will be credited with a pro-rata sick leave allowance calculated at one (1) day per month throughout the subsequent June 30. Unused sick leave days may accumulate without limit from year to year.

Employees on first shift shall be required to contact the Director of Building & Grounds or District Designee per District Procedure no later than two (2) hours prior to the start of their shift, except in cases of emergency. Employees on second shift are required to call in no later than three (3) hours prior to the start of their shift, except in cases of emergency. All Employees are expected to call in sick to the Director of Building & Grounds or District Designee and enter their information into the District's Absence Management System in order for the sick day to be approved.

Each Employee must provide a physician's statement as a basis for pay:

1. During leave after an absence in excess of three (3) consecutive days for a personal illness;
2. After an absence of more than two (2) consecutive days for serious illness in the immediate family or household;
3. As may be deemed necessary by the Superintendent in other cases.

The District may request additional documentation and/or a meeting with the building principal once sick days reach six (6) days in a school year. The Employee may have a Union representative present if desired at said conference. If the sick leave abuse continues, the Board may formally reprimand the Employee. Repeated abuse of sick leave may lead to subsequent dismissal, subject to the grievance procedure.

Annually, each Employee will be personally supplied with an accounting of accumulated sick leave. The maximum paid sick leave in a given school year shall be reduced by the amount of paid personal leave taken under the next provision of this Agreement.

Employees shall neither receive nor accumulate sick leave days during unpaid leaves of absence, unless such leave is taken pursuant to the Family and Medical Leave Act.

An Employee may, in writing, request from the District office a written accounting of his accumulated sick leave.

No Employee will be disciplined for using all of their yearly allotted sick days without just cause.

**B. Personal Leave**

Three (3) personal leave days with pay per year shall be granted for personal and compelling reasons, not including vacations, an extension of any break or vacation, shopping, recreation, employment, and related situations, but the maximum amount of paid

sick leave during the life of this Agreement shall be reduced accordingly. Unused personal days are not lost but shall accrue as sick leave. Such requests for paid personal leave must be made at least two days in advance of the desired time of such leave and be submitted in writing to the Director of Building & Grounds or District Designee on the District Personal Day Form. Failure to comply with this advance request and to secure approval will bring full salary deduction and will be construed as unprofessional conduct. Special consideration may be given to requests upon shorter notice which are proven to be in the nature of an emergency. The three (3) days of paid personal leave are not to be used in part or in whole concurrently with an illness to circumvent the requirement for a physician's statement after three (3) days of personal illness.

Additionally, personal leave may not be taken during the following times:

1. No personal leave shall be granted during the first and last week of the school year.
2. No more than ten percent (10%) of the total number of Employees shall be granted personal leave on the same day.

Employees who have perfect attendance for the year will be awarded a bonus in the amount of \$280.00.

**C. Vacations**

Annual vacations with pay are given for years of service in the District. A full year of service is from July 1st through the following June 30. The number of days earned is determined according to the years of service in the District as follows:

1. During the initial year of employment, Employees shall accrue vacation benefits based on a pro-ration of five (5) days per year worked.
2. Employees who have completed a full year of service with the District shall earn vacation as follows:

<b>Completion of</b>	<b>Amount Earned</b>
1 <sup>st</sup> full year	1 week with pay
2 <sup>nd</sup> full year	2 weeks with pay
3 <sup>rd</sup> through 10 <sup>th</sup> full year	3 weeks with pay
After the 10 <sup>th</sup> full year	4 weeks with pay
After the 20 <sup>th</sup> full year	5 weeks with pay

All Employees shall submit requests for vacation on the District Vacation Schedule Request Form on or before May 31 for the subsequent contract year. (For example, vacation requests for contract year July 1, 2020 – June 30, 2021 must be submitted by May 31, 2020). No vacation shall be granted two (2) weeks prior to the beginning of the school year or two (2) weeks following the completion of the school year. Seniority shall govern choice of time when multiple Employees request the same period. District seniority shall be used to determine the Employees eligible for vacation on a rotating basis.

The Superintendent shall have the right to grant additional requests for vacation at his/her discretion, and without precedent if the District makes such feasible. Requests for this time must be made to the Director of Facilities at least two (2) weeks in advance of the requested vacation. Such requests will be approved or denied on a first come, first serve basis and seniority shall not govern.

No Employee may take more than fifteen (15) consecutive vacation days.

Employees may carry over a maximum of ten (10) earned but unused vacation days each year until January of the following contract year. Such vacation days not taken by said January shall be lost. (For example, an Employee receives two (2) weeks (10 days) vacation for the period July 1, 2016 - June 30, 2017. If the Employee only uses five (5) vacation days, the five (5) remaining earned but unused vacation days may be carried over until January 1, 2018). Employees may not carry over more than ten (10) vacation days from year to year, except in cases where an Employee is unable to utilize scheduled vacation days due to the operational needs of the District. In such cases, an Employee will be allowed to carry over those unused vacation if such days exceed the ten (10) day limitation.

The District "Vacation Schedule Request Form" shall be altered to show the period July through June to assist Employees in scheduling their vacations and identify days on which the District is closed.

Should the Employee leave the District during the current contractual year, all vacation time earned will be prorated. All earned vacation must be taken prior to the date of resignation. Any vacation leave taken and not earned shall be deducted from the final check of the Employee. Vacation time deducted will be figured at the regular daily rate of pay currently in effect for the Employee.

**D. Holidays/Holiday Provisions**

Employees covered by this Agreement will receive either Christmas Eve or New Year's Eve off with pay. Requests for either one of these days shall be made on or before December 1st of each school year to the Director of Buildings and Grounds.

All requests will be considered in the order of seniority with the final decision being made by the Director of Buildings and Grounds. The Director of Buildings and Grounds will post the work schedule covering these two (2) days on or before December 15th of each school year.

In addition, the Employees are entitled to the State school holidays, specifically:

Independence Day (July 4)  
Labor Day (First Monday in September)  
Columbus Day (Second Monday in October)  
Election Day (first Tuesday in April of each odd year unless that day is Passover, in which case the Election is the first Tuesday after Passover)  
Veterans' Day (as observed on the Wednesday before Thanksgiving)  
Thanksgiving Day (Fourth Thursday in November)  
Friday After Thanksgiving (Fourth Friday in November)  
Christmas Day (December 25)  
New Year's Day, January 1  
Martin Luther King's Birthday (Third Monday in January)  
Lincoln's Birthday (February 12 or Presidents' Day upon waiver from the State)  
Casimir Pulaski's Birthday (on such date as it is observed by the District)  
Friday Before Easter Sunday  
Memorial Day (Last Monday in May)  
Juneteenth

The specific dates are governed by the annual school calendar as adopted by the Board. If the District is not in session on any of the listed holidays, the District will provide another day for that holiday.

When a scheduled holiday falls within an Employee's vacation, the day(s) will be added to the Employee's vacation. In the event a holiday falls on a Saturday, it shall be celebrated on the preceding Friday; if the holiday falls on a Sunday, it shall be observed on the following Monday. If the above arrangement conflicts with the adopted school calendar, then the requirements of the school calendar shall take precedence, and other arrangements for the celebration of the holiday shall be made.

**E. Bereavement Leave**

Full-time Employees shall be granted up to three (3) days leave with pay, as necessary, for death in the immediate family as defined in Section 24-6 of The Illinois School Code. The first three (3) days so used during the school year shall be treated as non-accumulating bereavement leave, upon presentation of an obituary or other suitable proof of the deceased's relationship to the employee. If such proof is not presented, the first three days so used will be deducted from accumulated sick leave. All other days taken as bereavement leave shall be deducted from accumulated sick leave. If no accumulated sick leave is available, approved bereavement leave that would otherwise be deducted from accumulated sick leave shall be without pay. Upon request, the Superintendent may approve an extended period of bereavement leave pursuant to this Agreement.

**F. Jury Leave**

The District shall pay the normal hourly wage otherwise payable to an Employee called to serve on jury duty, provided he/she provides the District with a receipt or other evidence of having served. The Employee will also be allowed to retain any jury duty pay received.

**G. Parental Leave**

Parental leave as covered by this Agreement may be granted to full-time Employees without pay and Board paid fringe benefits after a FMLA leave of absence, if appropriate.

An Employee desiring such leave shall make application at least fifteen (15) days prior to the date leave shall commence, where practical, in writing, to the Superintendent indicating which of the following options is desired:

1. A parental leave commencing during the first semester shall end at the end of the fiscal year.
2. A parental leave commencing during the second semester shall end at the end of the fiscal year, and the Employee shall be granted the following semester as a leave of absence, if so requested.
3. A parental leave of one semester's duration.

Final disposition of the Employee's request shall be determined by the Board.

Nothing herein shall be construed as to prevent an Employee from using sick leave during the time of pregnancy-related disability. If an Employee has exhausted his/her sick leave, a short-term leave to cover the period of pregnancy-related disability shall be granted.

A statement from the Employee's doctor, or a doctor of the Board's choice if the Board so desires, may be required to establish the Employee's ability to perform or resume his/her duties.

Parental leave shall also be available to an Employee adopting a child commencing with the adoption of the child.

If, at the end of an Employee's parental leave, the position he/she left has been filled on a temporary basis, he/she shall return to that position. If the position he/she left is discontinued, he/she shall be placed in a position of like hours in the same job classification. Employees who are granted Parental Leave shall retain all accrued seniority upon return to work. Seniority shall not accrue during Parental Leave, but shall begin to accrue upon the Employee's returning to work.

## **H. Family and Medical Leave**

Employees are entitled to leave according to the terms of the Family Medical Leave Act subject to the following provisions:

### **1. Eligibility and Notice of Rights**

Employees shall be eligible for leave in accordance with the provisions of the federal Family and Medical Leave Act of 1993 (FMLA), except for such further rights as provided in this section, Article V (H). The Union recognizes that the District posts in each school building notices of Employees' rights under the FMLA, as amended, and that such notices may be changed from time to time. The Union agrees that these postings shall fully provide Employees with notice of their FMLA rights as required by applicable law. This section, Article V (H) shall not be subject to the Grievance Procedure contained in this Agreement.

### **2. Purposes**

Eligible Employees shall be granted a total of 12 work weeks of unpaid leave during any school year for one or more of the following reasons:

- a. the birth of a child and to care for a newborn child;
- b. the adoption of a child or the placement of a foster child;
- c. to care for a spouse, son, daughter, or parent who has serious health conditions; and
- d. a serious health condition that makes the Employee unable to perform his/her job.

### **3. Duration**

Leaves requested for the purposes listed above shall be granted for a period of twelve (12) work weeks unless a leave of shorter duration is requested by the eligible Employee. An Employee's use of unpaid leave under another Section of this Article V for one of the purposes set forth above shall also be considered as a leave under this Section, and shall be counted against the forgoing twelve (12) work week period. The Board shall require Employees to use all but fifteen (15) available paid sick leave days during the period of an FMLA leave, unless the Employee elects to use said fifteen (15) available days.

### **4. Notification**

In any case in which the necessity for leave under sub-paragraphs 2.a. or 2.b. is based upon an expected birth or adoption/placement, the eligible Employee shall provide the Superintendent at least thirty (30) days' notice before the date the leave is to begin, of the Employee's intention to take leave under such subparagraph. Where due to unforeseen circumstances, such notice is not practicable, said Employee shall provide as early a notice as practicable.

In any case in which the necessity for leave under subparagraph 2.c. or 2.d. is based upon illness or a serious health condition, the eligible Employee shall make every reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the District, subject to the approval of the health care provider. The eligible Employee shall provide the Superintendent with not less than sixty (60) days' notice before the date the leave is to begin, of the Employee's intention to take the leave. Where due to unforeseen circumstances such notice is not practicable, the Employee shall provide as early a notice as practicable.

The Employee is responsible for having their health care provider complete and return FMLA paperwork to the Human Resources Department. The Employee shall submit a letter stating the duration of the leave and whether or not the Member will be using their sick days during their FMLA leave.

## **5. Continuation of Health Insurance**

The Board shall maintain health care coverage for the duration of an FMLA leave at the same level and under the same conditions that existed at the time of the commencement of this leave.

## **6. Accrued Benefits**

No eligible Employee taking an FMLA leave shall experience the loss of benefits, such as group life insurance, disability insurance, or pension benefits accrued before the date the FMLA leave started.

## **7. Repealer**

In the event the Family and Medical Leave Act is repealed in whole or in part, then this Section shall, as of the date of repeal, no longer be in force and effect.

### **I. Loss of Pay**

Loss of pay will occur for the following reasons:

1. Absence from work that is not personal illness or an illness in the immediate family.
2. A request for personal leave which has not been approved by Employee's Supervisor and the Assistant Superintendent for Business Services.

## **ARTICLE VI – WAGES/ BENEFITS/WORK CONDITIONS**

### **A. Work Week**

The work week is normally based on a five (5) day, forty (40) hour week (eight (8) hours per day, Monday through Friday). Normally, working assignments are from 6:00 a.m. to

3:00 p.m., 10 am to 7:00 p.m., or 2:00 p.m. to 11:00 p.m., but will vary according to building. Two (2) fifteen (15) minute breaks are permitted, as well as one hour for lunch as assigned by the work schedule.

eLearning – Custodians and maintenance must be in attendance unless there has been declared a state of emergency where you cannot travel. Any absence during an eLearning day will result in a deduction of a sick/personal day unless there is a declared state of emergency prohibiting travel.

**B. Wages**

Current Employees shall receive following wage increases:

<b>2022-2023</b>	For 2022-2023, All bargaining unit members will receive a salary rate increase of \$2.50 per hour or the new minimum wage, whichever rate is higher.
<b>2023-2024</b>	3.0%
<b>2024-2025</b>	3.0%

A new beginning rate shall be established for Employees hired during each year as follows:

<b>Truck Driver</b>		<b>Custodian</b>		<b>Maintenance</b>	
<b>2022-2023</b>	\$ 17.00	<b>2022-2023</b>	\$ 17.00	<b>2022-2023</b>	\$ 24.15
<b>2023-2024</b>	\$ 17.26	<b>2023-2024</b>	\$ 17.26	<b>2023-2024</b>	\$ 24.51
<b>2024-2025</b>	\$ 17.51	<b>2024-2025</b>	\$ 17.51	<b>2024-2025</b>	\$ 24.88

Wages are retroactive to July 1, 2022.

Employees hired prior to January 1st of a year shall receive the full raise in the next year.

The Board may apply a two percent (2%) increment for each year of experience the new Employee may demonstrate, not to exceed six percent (6%).

Employees promoted to a position with a higher beginning salary rate shall be paid the beginning salary rate for that position, or their current hourly rate plus an additional thirty cents (\$.30) per hour, whichever is greater, upon successful completion of their probationary period. Said employees shall receive retroactively the difference in pay between their new rate and former rate for the hours worked during the probationary period.

Employees will be paid in 26 substantially equal installments per year. Paychecks will be distributed every other week, on Friday. When day for paycheck distribution falls on a non-workday, checks will be distributed the day before the non-workday.

Night differential pay is divided equally over all pay periods in the year.



The night (i.e., 2:00 pm to 11:00pm) differential for Custodian 1 and II positions shall be forty cents (\$.40) per hour. A Night Differential is only paid for those days served when teachers are present. This additional rate is not paid for special evening assignments by custodians who normally work regular assignments of 6:00 am to 3:00 pm. or 10:00 a.m. to 7:00 p.m.

Custodians who report on days the District's schools are officially closed for inclement weather will be paid straight time for the hours worked. Employees delayed by the inclement weather shall receive a full day's pay.

Classifications are as follows for anyone hired after July 1, 2022: Custodian, Maintenance and Truck Driver.

Employees who are permanently involuntarily transferred to a different shift and/or building will be given ten (10) days advance notice for shifts, five (5) days advanced notice for building change.

Whenever any employee is directed to complete a duty outside of their regular duties, the employee will receive their regular pay plus the hourly pay of the person who would normally be performing the work for every hour the work is performed, with a minimum of one (1) hour during the employee's regularly scheduled shift.

**C. Overtime Rates**

For work in excess of forty (40) hours per week (or required work on a paid holiday), one and one-half times the hourly rate indicated for the Employee shall be paid. All such overtime work must be approved in advance by the Assistant Superintendent of Business Services or Superintendent or his/her designee.

**D. Distribution of Overtime Opportunities**

Opportunity to work overtime shall be rotated equitably among Employees starting with the most senior Employee in the building then district-wide, provided the Employees are qualified to perform the specific overtime work required and have requested placement on an overtime list. The opportunity to work overtime (i.e., for work hours in excess of forty (40) hours per week) shall be offered to qualified bargaining unit Employees before non-bargaining unit employees are offered the opportunity to work overtime (for work hours in excess of forty (40) hours per week) as long as the provisions of Article 1.J. are met. Offered overtime not worked will be considered as worked for the purpose of determining eligibility for overtime. The District shall not be required to break in on work in progress or change an Employee's shift in assigning overtime. If an Employee establishes that he/she has not received overtime for which he/she was entitled, such Employee shall have preference to future overtime work until reasonable balance is recreated.

There shall be no mandatory overtime except in cases of emergency where no qualified Employee(s) has volunteered to work the overtime. Mandatory overtime shall be assigned as equitably as possible.

**E. No Pyramiding**

Overtime compensation shall not be paid more than once for the same hours under any provision of this Agreement.

**F. Overtime**

Overtime will be equalized within each building unless an Employee refuses overtime for illness or other reasons in which case overtime will be offered to other Employees as determined by the Director of Facilities or the Assistant Superintendent for Business Services. Non-Union employees shall only be asked to work in place of union employees after exhausting the full-time employees list.

**G. Cell Phones and Off Work Availability**

The District will provide cellular telephones to all employees as needed or required. However, cell phones will not be required to be taken home by the employees. Charging equipment will be made available at District facilities and employees will leave cell phones at the site overnight and during hours away from work.

**H. Call In Pay**

Employees “called in” on an occasional and sporadic basis on weekends, etc. to open and/or close a building shall receive a minimum of two (2) hours of pay if called into work outside of their normal schedule on the weekend and one (1) hour on a weekday. If the called-in employee works for more than those minimum hours, two hours on the weekend and one during the week, she or he will be paid for the time actually worked at the appropriate rate.

At the option of the Director of Building & Grounds or District Designee, an Employee may be scheduled on an occasional and sporadic basis, and paid his/her normal hourly rate, to work during an event. The Employee shall perform the duties assigned by the Supervisor for that event.

**I. Truck Driver Selection**

The Board and the Union agree that the Agreement permits the District, in the exercise of its retained discretionary powers under Article II, Section C of the Agreement, to determine to hire one or more persons in the position of truck driver, and/or fill any vacancy or vacancies in said position. The Board and the Union further understand and agree that when making such a determination the District may, in its discretion (which shall not be arbitrarily or capriciously exercised), select the most qualified candidate to fill the position

of truck driver, regardless of seniority. In the event a current Employee is selected to be a truck driver, that Employee's pay rate shall be the then-applicable starting rate for the position of Truck Driver or the Employee's current rate of pay, whichever is higher.

**J. Building Security and Maintenance Emergency Pay**

The Board and the Union agree that the District may, in its discretion (which shall not be arbitrarily or capriciously exercised), designate up to three (3) Employees to respond to District building security maintenance emergency calls on an occasional and sporadic basis. The duties of such designated Employees shall be determined by the Assistant Superintendent of Business Services.

<b>2022-2023</b>	\$2991.55
<b>2023-2024</b>	\$2991.55
<b>2024-2025</b>	\$2991.55

**K. Retirement Payment**

Each Employee, having attained age fifty-five (55) and having at least twenty (20) years of service in the District, who submits a letter of intent to retire at the beginning of the final fiscal year, shall receive a retirement payment of three hundred dollars (\$300.00) for each year of service in the District. This amount will be paid out to the employee in his or her last year of employment to the extent it does not increase the employee's IMRF salary by more than six percent (6%) over the previous year's salary and there is no penalty or accelerated payments due by the employer. If any years of service bonus money remains after the six percent (6%) increase has been paid, the remaining money will be paid to the employee between 61 and 70 days after his or her last day of employment or receipt of the last paycheck, whichever is later. Any such benefit will be paid to the Employee's beneficiary in the event of the Employee's death.

After ten (10) years of continuous service in the District and upon retirement, the District shall reimburse the Employee thirty dollars (\$30.00) per day for unused sick leave to be paid between 61 and 70 days after the employee's last workday or paycheck, whichever is later.

**L. IMRF**

The State of Illinois requires that all employees whose job calls for 600 hours or more a year must contribute to the Illinois Municipal Retirement Fund (IMRF). The payroll deductions are compulsory by law. Likewise, the law requires that an amount be deducted for social security and Medicare according to income. These deductions will appear as a deduction on the Employee's check stub.

Participation in these programs will provide some monetary benefits in case of disability or death to the Employee. In case of death, the Employee's beneficiary(ies) will receive

the benefits. Likewise, provision is made through this same deduction for the Employee's retirement.

**M. Workers' Compensation**

All Employees are covered under workers' compensation insurance. Necessary leave for injury will be allowed as specified under the workers' compensation law. All accidents or occurrences sustained while employed and giving rise to workers' compensation benefits shall be reported within twenty-four (24) hours by the Employee or the Employee's supervisor (if the Employee is incapacitated) to the building administrator and to the business office and by calling the District's workplace injury hotline. In all cases, coordination of benefits with the workers' compensation program will be administered by the Assistant Superintendent for Business Services.

Employees who become eligible for workers' compensation shall choose one of the following options, within three (3) days of filing a workers' compensation claim. Employees who fail to choose Option I or Option 2 within three (3) days of the accident will be deemed to have chosen Option 1. No deduction of pay or sick leave will be made for the date of the accident.

Option 1 - If the Employee chooses this option, the Employee is removed from the District payroll while on workers' compensation status. The Employee will receive sixty-six and two-thirds percent (66 2/3%) percent of their average wages from the Districts workers' compensation insurance carrier until the Employee is released from workers' compensation status. No deduction will be made from the Employee's accumulated sick leave.

Option 2 - If the Employee chooses this option, the Employee continues on the District payroll and receives one hundred percent (100%) of their wages while on workers' compensation status. While participating in this option, the Employee will continue to receive sixty-six and two-thirds percent (66 2/3%) of their average daily wages from the District's workers' compensation insurance carrier and have one-third (1/3) of an accumulated sick leave day deducted for each day the Employee remains in workers' compensation status. To participate in this option, the Employee is required to endorse any checks they receive from the District's workers' compensation insurance carrier over to the District to prevent duplicate compensation pay. If an Employee's accumulated sick days become exhausted, the employee shall revert to Option 1.

Part-time employees covered by this Agreement, who do not receive sick leave benefits, shall be placed in Option 1.

**N. Insurance Benefits**

1. **Health Insurance** - The Board will provide for Employees during the term of this Agreement a comprehensive medical insurance plan on a single or family coverage basis, provided however that the Board retains the right to change insurance carriers, or to self-insure as it deems appropriate, so long as it offers basic coverage

and benefits relatively similar to those which immediately predated this Agreement. Employees will pay the following amounts per month for single or family medical insurance that they elect:

<b>Fiscal Year</b>	<b>Single Coverage</b>	<b>Family and any Coverage other than single</b>
<b>2023</b>	15% of premium	16% of premium
<b>2024</b>	15% of premium	16% of premium
<b>2025</b>	15% of premium	17% of premium

However, an employee who takes PPO-1 family insurance will contribute 25%, 25% and 26% of the cost of the premiums in the first, second and third year of this Agreement, respectively. There shall be no new enrollments for PPO-1 family insurance after July 1, 2019.

The Board reserves the right to offer plans and coverages (including the PPO and HMO plans described in the Horton Medical Plan Option attached to this Agreement which include:

- Single
- Single plus spouse
- Single plus child(ren)
- Single plus family

2. **Insurance Committee** - The Union shall have the right to name one representative to the District's Insurance Committee. The purpose of the Insurance Committee is to review any concerns or proposed changes in the insurance programs in the District. Any decisions of the Committee must be ratified by the Union and the Board, and when ratified such decisions shall be incorporated into and become a part of this Agreement.
3. **Life Insurance** - The Board will provide a \$30,000 term life insurance policy for each Employee in the bargaining unit.
4. **Dental Benefits** - The Board will pay the full premium cost for employee dental coverage as offered to all employees. An Employee shall have the option to purchase family dental coverage subject to availability from the carrier.
5. **Vision Insurance** - The Board shall continue to offer vision insurance on the same basis as the teachers' plan. Any additional covered dependents are at the employee's expense.
6. **Employee Wellness Program** - Each Union Member shall be entitled to be reimbursed up to \$100 for goods and/or activities that promote employee wellness, said goods and activities to be determined at the Board's sole discretion. The Insurance Committee shall be responsible for developing a list of such goods or activities that qualify for reimbursement under this policy. Starting August 2014,

to be eligible for this benefit an employee must participate in, and produce evidence of, an annual health assessment screening (including a blood draw). The District is not entitled to the results of the screening but only to appropriate documentation that the employee has had the screening.

7. **Insurance - Termination** - When an Employee quits or is dismissed for cause, insurance coverage shall terminate in accordance with the rules contained within the insurance policy for each type of coverage.

**O. Shoe Allowance**

The District shall provide all Employees with an approved safety-toe, slip resistant work shoe reimbursement with receipt not to exceed one hundred dollars (\$125.00) each year. The District's approval for the purchase of the safety-toe, slip resistant work shoes must be obtained before the shoes are purchased by the employee. Safety-toe, slip resistant shoes shall be worn by all Employees.

**P. Physical Examination**

Before September 1st of each year, all Employees shall be required to present evidence of a physical examination made by a physician licensed in Illinois designated by the Board, if requested by the Board, with new Employees being required to have a physical examination. A form evidencing such an exam shall be completed by the examining physician. The examination shall, if requested by the Board or its designee, include a chest x-ray or other certified evidence indicating freedom from tuberculosis or communicable disease. In accordance with State Law, all new Employees employed within an Early Childhood or Pre-K school must have certified evidence indicating freedom from tuberculosis. If new employees are no longer required to provide the aforementioned certified evidence, the District will no longer require it.

All new Employees will have seven days from their first date of employment to complete a physical examination.

The examination prescribed by the Board, excepting chest x-rays for new Employees, shall be entirely at the Board's expense. A list of designated physicians shall be submitted to the Employee.

**Q. Probationary Period**

When a person is first employed by the Board in a position covered by this Agreement, he/she will serve a probationary period of ninety (90) days. During this period of time, his/her services may be terminated by the Board without recourse on the part of this probationary Employee.

**R. Employee Testing**

**1. Reasonable Suspicion**

- a. It is the policy of the District that the public has the reasonable right to expect Employees employed by the District to be free from the effects of drugs and alcohol. The use of illegal drugs and the abuse of legal drugs and alcohol by Employees present unacceptable risks to the safety and well-being of students, teachers, and the public. In addition, such conduct violates the reasonable expectations that the Employees who serve the District be fit and free from the effects of drug and alcohol abuse. The District has the right to expect its Employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any established rights of the Employees.
- b. Employees shall be prohibited from:
  - Being under the influence of illegal drugs while performing work for the District;
  - Being under the influence of alcohol while performing work for the District;
  - Failing to report to their principal any known adverse side effects of medication or prescription drugs which they are taking.
  - Employees violating these prohibitions will be subject to progressive discipline ending in just cause dismissal.
- c. Where the District has reasonable suspicion to believe that an Employee is under the influence of alcohol or illegal drugs while performing work for the District, the Board shall have the right to require the Employee to submit to alcohol or drug testing. At least two supervisory personnel must certify their reasonable suspicions concerning the affected Employee prior to any direction to submit to the testing. The Board will be responsible for all costs of testing.
- d. At the time an Employee is directed to submit to testing the District shall provide the Employee with a written notice, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the District's decision to test. The Employee shall be permitted to consult with a Union Representative provided that such a representative is available within one (1) hour of the order. No questioning of the Employee shall be conducted without first affording the Employee the right to Union representation and/or legal counsel. Refusal to submit to such testing may subject the Employee to discipline, but the Employee's taking of the test shall not be construed as waiver of any objection or rights that he/she may have.

- e. The Employee shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the notice to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the test, the consequences of the testing or results or any other alleged violation of this Agreement. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that Employees may have with regard to such testing.

## **2. Post-Accident Testing**

Employees are subject to testing when they are involved in accidents involving a Cook County School District 130 vehicle, machinery, equipment or property or that result in an injury to themselves or another employee requiring offsite medical attention. A circumstance that constitutes probable belief will be presumed to arise in any instance involving a work-related accident or injury in which an employee who was operating a motorized vehicle (lifts, trucks, vans, cranes, etc.) is found to be responsible for causing the accident. In any of these instances, the investigation and subsequent testing must take place within two hours following the accident, if not sooner. Refusal by an employee will be treated as a positive drug and/or alcohol test result and will result in immediate termination of employment.

## **3. Employee Assistance**

The District shall take no adverse employment action against an Employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, prior to the initiation of any investigation which may result in disciplinary action against the Employee, including an order to report for drug and alcohol testing pursuant to this Section. The District shall make available through its Employee Assistance Program a means by which the Employee may obtain referrals and treatment. While undergoing treatment, the Employee shall comply with and implement all conditions and recommendations of the program counselor or treatment team. All such requests shall be confidential and any information received by the District, through whatever means, shall not be used in any manner adverse to the Employee's interests.

## **ARTICLE VII – EMPLOYEE RESPONSIBILITIES**

The Board and Union agree that Employees covered by this Agreement should make a tremendous and invaluable contribution to the school system. The Board depends upon the Employees to insure the cleanliness, order, health and sanitation of the buildings and equipment used in the educational process. To this end, exemplary conduct of these Employees helps make progress possible and the programs a success.



## **ARTICLE VIII – EVALUATION**

During the year, through ongoing informal observations, the Evaluator will gather information and documentation regarding the Employee's performance.

At least three (3) days prior to the evaluation meeting, the Evaluator will supply the Employee with a copy of their completed evaluation. The Evaluator and Employee will meet to review and discuss the evidence as it relates to the overall rating. The Employee will be given an opportunity to ask questions regarding the evaluation rating.

The Evaluator will discuss with the Employee their strengths as well as provide recommendations for improvement. The Employee shall sign one (1) copy of the final evaluation to acknowledge receipt of the evaluation. The Employee's signature does not indicate that they agree or disagree with the evaluation. Failure to sign this document does not invalidate the evaluation. The Evaluator will send a signed copy to the Assistant Superintendent for Human Resources.

Employees have the option to include comments regarding their evaluation directly on the evaluation tool. The Evaluator is expected to address performance concerns with the Employee throughout the year with either email correspondence or face to face meetings. The Employee shall be made aware of performance concerns throughout the year, and shall not be made aware of performance concerns for the first time at the summative evaluation meeting.

The Procedures and Timelines for the Evaluation Process and Performance Evaluation forms to be used are set forth in **Appendix A**.

Only procedural matters are grievable; comments, assessments, contents of an evaluation and ratings of an Employee's performance are not grievable.

## **ARTICLE IX – GRIEVANCE PROCEDURE**

### **A. Definition**

A grievance shall mean a complaint by a member of the bargaining unit that there has been an alleged violation, misapplication, or misinterpretation of the terms of this Agreement.

### **B. Procedure**

Step 1 - Either alone or with a representative, the Employee shall speak to his/her immediate supervisor concerning the alleged problem before putting it in writing. This is the verbal stage and shall be handled within ten (10) days of the occurrence of the event giving rise to the grievance, or when the Employee should have been aware of the event giving rise to the grievance, but in no event shall a grievance be filed more than thirty (30) days after the occurrence of the event giving rise to the grievance.

Step 2 - If the verbal response and/or conversation is not satisfactory, the alleged grievance should be reduced to writing and shall be submitted within seven (7) days of the Step I

meeting to the Director of Building & Grounds or District Designee. Should either party request, a conference shall be arranged at a mutually agreeable time within five (5) days of the Supervisor's receipt of the written grievance to discuss the same. A written response, including reason(s) from the Director of Building & Grounds or District Designee will be given within ten (10) days from the date of submission or five (5) days from the date of conference, whichever is later.

Step 3 -If the matter is still unresolved, it may within seven (7) days of receipt of the Step 2 response be appealed to the Superintendent. A written response, including reason(s), will be given within fifteen (15) days of receipt by the Superintendent. A conference with the grievant and his/her representative(s) shall be held during this period if so requested by either party.

Step 4 -If the matter is still unresolved, it may within fifteen (15) days of the Step 3 response, be appealed to the Board of Education by notifying the Superintendent in writing of this request within the time frame. The Superintendent will schedule the grievance for consideration by the Board of Education within thirty (30) days. At this meeting, the Union will be given an opportunity to make a presentation. The Board will provide a written response to the grievance within fifteen (15) days following the meeting at which the grievance is considered.

Step 5 – If the Union is not satisfied with the Board 's response, a request may be made in writing for impartial binding arbitration within thirty (30) days of the Step 4 response. If within ten (10) days the parties cannot agree upon an impartial arbitrator, then the services of the Federal Mediation and Conciliation Services will be used and costs shared equally by the Board and the Union.

Neither party to the grievance will be permitted to assert grounds not previously asserted before the Board. The arbitrator shall have no power to alter the terms of this Agreement, nor make any award void or prohibited by law, statutory or decisional. Should either party request a transcript of the arbitration proceeding, that party will bear the cost of the transcript.

### **C. Limitation of Remedies**

In the event a member of the bargaining unit or the Union commences a proceeding in any State or Federal court or administrative agency against the Board and/or Superintendent and his/her administrative staff with an alleged violation of any of the terms of this Agreement, such remedy shall be exclusive and the said member of the bargaining unit and/or Union shall be barred from invoking any formal remedy provided by this Grievance Procedure which seeks the same or substantially similar relief, along with an obligation not to pursue such an alternative after a final decision has been rendered as per the terms of the preceding grievance procedures.

**D. Bypass**

If the grievant and the Superintendent agree, Step 2 of this grievance procedure may be bypassed and the grievance brought directly to Step 3. If the Union and the Board agree, Step 4 of this procedure may be bypassed and the grievance brought to Step 5.

**E. Release Time**

Hearings and conferences conducted under this Article shall be conducted, as reasonably possible, at a mutually convenient time and place and, insofar as possible, after regular school hours or during non-working times. When a hearing or conference regarding a grievance is scheduled during regular school hours, the grievant, a Union representative, and required witnesses may be released as necessary on a non-precedential basis without loss of pay or benefits.

**F. Grievance Withdrawal**

A grievance may be withdrawn at any level without establishing precedent.

**G. Time Limits**

Failure of a grievant to act on a grievance within the prescribed time limits will act as a ban to any further appeal; and the administration's failure to render a response within the prescribed time limits shall require the grievant to advance the grievance to the next step within the time limits set forth herein. The time limits, however, may be extended by mutual agreement.

**ARTICLE X – NO STRIKE PLEDGE**

During the term of this Agreement, neither the Union nor individual Union members will conduct any work stoppage or concerted action of strike, slowdown, informational picketing, or impose a duty or obligation upon any member or employee to conduct, assist, or participate in a strike.

The Board agrees not to lock-out its Employees during the term of this Agreement.

Differences between the parties concerning the meaning, interpretation, or application of this Agreement shall be resolved only by utilization of the Grievance Procedure set forth in Article IX hereof.

**ARTICLE XI – UNIFORMS**

New custodians will be provided five (5) sets of working uniforms or other attire appropriate for the use of female Employees upon completion of the ninety (90) day probationary period.

Employees who do not complete one (1) year of service will refund the cost of the uniforms to the District. Each year thereafter, two (2) sets of uniforms or smocks will be furnished. The District

shall purchase and pay for the uniforms and smocks, but all Employees shall keep them clean and in good repair. The District agrees to replace clothing which it customarily issues to its employees when: (1) the clothing is damaged beyond repair; or (2) the clothing or equipment is worn because of reasonable wear and tear.

### **ARTICLE XII – MANDATORY ONLINE TRAINING**

Mandated Online training generally will be completed during the employee’s regular workday. When the Employee’s workday does not allow the training to take place during the regular workday, the Employee will be allowed to complete the mandated online training outside the regular workday. The Board agrees to pay a \$50.00 stipend to each Employee provided the mandated trainings are completed on or before October 31.

### **ARTICLE XIII – PERSONAL CAR USE**

Employees will not be required to work at more than two (2) work locations in a single workday. Employees whose regularly assigned duties require the use of a personal automobile to work at two locations in a single workday will be reimbursed for the use of such automobile at the reimbursement rate per mile established by the Internal Revenue Service that is in effect at the time the travel is made. Travel from and to home at the beginning and end of each day shall not be included in the mileage total as a basis for the reimbursement. Each eligible Employee shall provide evidence of carrying sufficient automobile insurance coverage to meet the minimum state legal requirements, and that such insurance will be in force during the period in which the vehicle will be used in school service. Employees requesting reimbursement pursuant to this paragraph shall submit periodic mileage expense reports pursuant to guidelines promulgated by the Assistant Superintendent for Business Services, at the direction of the Superintendent.

### **ARTICLE XIV – HEALTH AND SAFETY**

The District agrees that employees have a right to a safe and healthy work environment. To that end, the District will provide a safe and healthy work environment for all employees including education and equipment as needed and required by applicable regulatory agencies. The District will pay the cost of all safety and other items that it requires its employees to use while on the job and will inform employees of appropriate health and safety rules and regulations.

The District will promptly notify all bargaining unit employees of potentially dangerous situations immediately, including, but not limited to, threats to various district facilities, threats to individuals, threats to students, etc. so that they will be on the alert and be able to provide for the safety of the students, facilities and staff.

### **ARTICLE XV – CERTIFICATION PAY**

The District will develop a list of certifications applicable to bargaining unit work that employees can obtain. Each certification obtained will result in an hourly pay increase of one dollar (\$1.00) per hour.

**ARTICLE XVI – VIDEO MONITORING AND RECORDING**

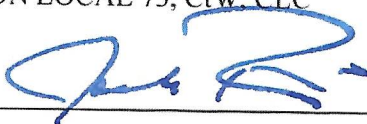
Video recording shall not be used to arbitrarily or capriciously monitor employees, nor will it be used to initiate discipline of any bargaining unit employees.

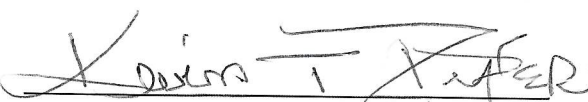
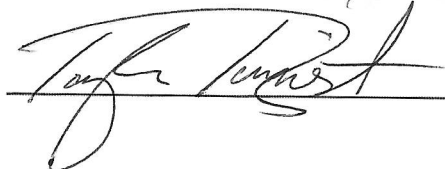
**ARTICLE XVII – DURATION**

This Agreement shall be effective as of July 1, 2022 and shall continue in force and effect until June 30, 2025. Labor practices shall be in accord with all federal and State laws as they relate to public schools within the State of Illinois.

SERVICE EMPLOYEES INTERNATIONAL  
UNION LOCAL 73, CIO, CLC

BOARD OF EDUCATION COOK COUNTY  
SCHOOL DISTRICT 130

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

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

## **APPENDIX A**