COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE BOARD OF EDUCATION,

FORD HEIGHTS

SCHOOL DISTRICT NUMBER 169

AND

THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 73, CTW

2025-2028

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AGREEMENT

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FORD HEIGHTS

SCHOOL DISTRICT NUMBER 169

AND

SERVICE EMPLOYEES INTERNATIONAL UNION

LOCAL 73, CTW

This Agreement made and entered into on **November 11, 2025** by and between the Board of Education of Ford Heights School District 169, Cook County, Illinois (hereinafter referred to as the "BOARD") and the Service Employees International Union Local 73, CTW (Hereinafter referred to as the "Union").

PREAMBLE

The Board and the Union recognize that they have a common responsibility to work together toward the achievement of quality education. The attainment of this objective requires mutual cooperation between both parties and all members of staff.

It is recognized by the parties that the success of the educational program depends on the maximum utilization of support staff who should always cooperatively work for the maximum achievement of an effective program of education.

It is the intent that this joint effort will contribute, in significant measure, to the advancement of public education in the Village of Ford Heights.

The Union also agrees to work cooperatively with the Board to insure equal employment opportunities in all aspects consistent with the Board's personnel policies.

ARTICLE I - RECOGNITION

1. The Board recognizes the Union as the sole and exclusive collective bargaining representative for all of the following full-time and regular part-time educational support personnel job title classifications, exclusive of those positions determined to be confidential by the Board and as defined by the Illinois Labor Relations Act (see certification issued in 85-RC-0016 by the Illinois Labor Relations Board): Teacher Assistants; Truck Drivers; Head Cooks; Cooks; Food Service Helpers; Warehouse Operators; Head Custodians; Custodians; School Clerks[1].

1.1 Any new titles created where no substantial change in job duties occurs shall remain a part of the Union's bargaining unit. The Union will be notified of any new titles created and may negotiate the impact of any newly created title.

1.2 Upon confirmation by the Union that an employee covered by this agreement has authorized checkoff of dues, the Employer shall deduct such dues from wages owed to that employee, unless the authorization is revoked by the employee in accordance with the terms set forth on the employee's checkoff authorization and contained in this section. Specifically, any employee who wishes to revoke dues checkoff must do so by giving written notice to the Union during the period not less than thirty (30) days and not more than forty-five (45) days before the annual anniversary date of the employee's authorization or the date of termination of the applicable collective bargaining agreement between the Employer and the Union, whichever occurs sooner.

1.2.1. The Board, upon receipt of a payroll deduction authorization card signed by the bargaining unit member, shall deduct from the wages of such employee the amount specified on the card as a regular contribution to the SEIU Local 73 COPE fund. The Board will regularly

[1] The Board may eliminate the position of Head Custodian provided it does not reduce the pay of the employee in that position. If either the position of Head Custodian or Maintenance/Custodian is subsequently reinstated without a change in the job duties, it shall be returned to the bargaining unit.

remit such sums deducted for that purpose to the Union. The employee at any time may revoke in writing his/her authorization of the SEIU Local 73 COPE fund payroll deduction. The Union shall indemnify, defend and hold the Board harmless against any claim, demand, unit, suit, or liability arising from any action taken by the Board in complying with this Article. "Authorization" as stated in this Article will include both written and any and all electronic authorizations utilized by the local subject to applicable State and federal law.

1-3. Effective by the first work day of each month, the Board will furnish the Union, with the name, job title, home address, district email address, home email address on file, cell phone number on file, home phone number on file and work location of any new employee who becomes a member of the bargaining unit pursuant to Article 1 Section 1 of this Agreement. The list will be provided in Excel and transmitted electronically.

1-4. The Union shall be allocated a "Bulletin Board" space in each department or school, in a place readily accessible to and normally frequented by members of the bargaining unit to post only official notices and other official materials related to Union activities. This paragraph does not require the Superintendent or Principal to purchase a Bulletin Board. The Union steward and his/her designee shall have the responsibility for posting all official Union materials typed or written under Union letterhead in the department or school. The Union shall have the right to place said materials in the mailboxes of bargaining unit members. Each bargaining unit title shall have a mailbox so designated in their department or school to the extent possible.

1-5. Upon request the Board will furnish the Union with job descriptions of all job titles represented by the Union.

1-6. The Board shall provide the Chief Steward and the SEIU Local 73 Union Representative with a copy of Board open session minutes by email within five (5) business days of approval of the minutes.

ARTICLE II

MANAGEMENT RIGHTS

The Board retains and reserves the ultimate responsibility for proper management of the School District conferred upon and vested in it by the statutes and constitutions of the State of Illinois and the United States, including, but not limited to, the responsibility for and the right:

1. To maintain executive management and administrative control of the School District and its properties and facilities and the professional activities of its employees as related to the conduct of school affairs.

2. To hire all employees and, subject to the provisions of the law, to determine their qualifications and the conditions for their continued employment, dismissal or demotion, and to assign, promote or transfer all such employees. Such rights shall not be exercised in an arbitrary or capricious manner.

3. 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 as the same may, from time to time, be amended.

4. 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.

5. To subcontract duties, work assignments or positions performed or held by members of the bargaining unit in consultation with Union Representatives. Any subcontracting relationships formed by the Board shall not be interpreted to invest in such subcontractors or their employees the status of assignees of the rights of this Agreement; nor shall the same be deemed to invest in such subcontracting agencies the status of co-employer with the Board of Education.

The exercise of the forgoing 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 and shall not be exercised in an arbitrary or capricious manner.

ARTICLE III

EFFECT OF AGREEMENT

The Board and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not covered 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, and terms and conditions of employment for employees covered by this Agreement.

2. All past practices not herein set forth are cancelled.

3. This Agreement may not be supplemented or amended during its term except by 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, and terms and conditions of employment, whether or not such matter may have been within the knowledge or contemplation of ether or both of the parties at the time they negotiated or signed this

Agreement, and the Union hereby specifically waves any right which it might otherwise have to request or demand such bargaining.

ARTICLE IV

UNION RIGHTS

1. Upon the written request of the Union, the Board shall place on the agenda of each regular Board meeting any matters the Union wishes to bring to the Board's attention.

2. Upon the written request to the Business Manager by Chief Steward of the Union, the agenda of a Board meeting will be provided to the Union.

3. One copy of all Board minutes shall be mailed to or placed in the mailbox of the Chief Steward and SEIU Local 73 Union Representative as soon as they have been prepared.

a. Upon written request to the Superintendent, leave shall be granted to official representatives of the Union to attend conferences, workshops, and hearings sponsored by the Local or International Union. All such leaves shall not exceed a cumulative total of five working days for the Union per school year. The cost of a substitute for the bargaining unit member on leave shall be deducted by the Board from the next following paycheck of said bargaining unit member and the Union shall reimburse the bargaining unit member for the cost of the substitute.

4. Within thirty (30) days of ratification of the Agreement, the Board shall have five (5) copies of the Agreement prepared and delivered to the Union for review and execution. Once the final Agreement has been executed by both parties the District shall provide each bargaining unit employee with a copy of the newly signed Agreement.

5. The rights herein granted to the Union shall not be granted or extended to any other competing organization.

6. The employer shall include as an integral part of its mandatory employee orientation program, a one (1) hour session before lunch on the first or second day of their orientation, to receive an overview of the Union and its program. This session will be conducted by Union representatives designated by the Union, which may include employees designated by the union. Employees designated by the Union to assist with this orientation shall be allowed to do so during their regularly-scheduled hours of work with no loss of pay. The Employer shall provide to the Union a list of all employees attending the orientation as many days as possible prior to such orientation and no later than one (1) day before the orientation.

The Employer and the Union agree that for the term of this Agreement, any and all representatives of the Employer shall be absent from the room during the Union portion of new employee orientation. The Union agrees that it will comply with all Board policies and procedures during the orientation.

7. The Union shall be granted use, upon written request to the Superintendent of Schools, of a room in order to hold Union meetings, provided that the Superintendent of Schools determines that the date and time of the scheduled Union meeting does not conflict with any previously scheduled School District programs or activities. Said request must be made no less than five (5) days prior to the scheduled meeting date.

8. The Union shall have the right to post notices of activities of matters of Union concern on bulletin boards designated by the Superintendent, at least one of which shall be provided in each school building. The Union may use the mailboxes for communication to bargaining unit members.

9. A Labor Management Committee may meet four (4) times a year at a mutually agreed upon time and place. The purpose of these meetings is to discuss issues other than grievances or specific terms and conditions of this Agreement.

10. Representatives of the Union, including two (2) designated stewards, will have access to the Employer's premises for the purpose of engaging in Union business. When Union representatives enter the employer's premises for such purposes, they will notify the Superintendent or Assistant Superintendent of Business Administration and Operations in advance by telephone and check in with the building administrator upon arrival. The term "Union business" for the purposes of this Article shall include, but not be limited to, meeting with bargaining unit members; investigating grievances or potential grievances; meeting with management for any purpose; posting or distributing notices or other information; or any other legitimate union purpose which do not interfere with an employee's performance of job duties.

The parties shall exchange no later than five (5) working days prior to the meeting, the proposed agenda for the meeting. The request for a meeting shall be made to the Superintendent, and she/he shall designate a representative for any such meeting.

All such meetings shall be limited to ninety (90) minutes, unless each side mutually agrees to a longer period for each specific meeting. These meetings shall not ordinarily be held on District time, and as such, any employee who attends shall be uncompensated for time spent in the meeting. Stewards may attend these meetings during work hours with agreement of the Superintendent.

Nothing in this section shall be construed to permit the Labor Management Committee to consider items pertaining to negotiations, provided however, that if the Committee agrees and recommends changes in working conditions to the Board, and the Board thereupon approves such changes, such changes shall be incorporated in this Agreement.

ARTICLE V

STEWARDS AND GRIEVANCE COMMITTEE

A Steward from each classification of employee shall be selected by the Union and recognized by the Board. In addition, the Union shall have the right to designate a Chief Steward and have the Chief Steward recognized by the Board.

ARTICLE VI

NO STRIKES OR LOCKOUTS

1. During the term of this Agreement, the Union, any employee on behalf of the Union, or any employee acting on his own shall not engage in or any way encourage, sanction, or condone any strike, picketing, slow-down or concerted stoppage of work or any other disruption or interference with the operation of the schools in School District No. 169.

2. During the term of this Agreement, the Board shall not engage in any lockout of employees represented by the Union.

ARTICLE VII

NON-DISCRIMINATION

1. Neither the Board nor the Union shall discriminate against any employee on the basis of sex, race, color, creed, or national origin, age, disability, ancestry, sexual orientation, marital status, parental status, military discharge status, or political affiliation or as otherwise prohibited by local, state, or federal law.

2. There shall be no discrimination against any employee for Union activity or functioning as a Steward, Committee Member, or Union Official.

ARTICLE VIII

HEALTH AND SAFETY

1. Safe Working Environment – The Employer shall furnish to each employee employment free from recognized hazards that are causing or are likely to cause death or serious physical harm.

2. Suggestions from employees regarding safety are encouraged and should be made to the immediate supervisor for appropriate consideration.

3. The Board shall continue to provide the procedure and the form necessary for the reporting of work-related accidents and injuries.

ARTICLE IX

HALF-DAY WORKSHOP AND PROFESSIONAL DEVELOPMENT

1. The Superintendent or his/her designee may require an employee to attend in-service and/or training sessions. Any expenses required of the employee by the administration shall be reimbursed.

2. Bargaining unit members may attend educational conferences, seminars, workshops and conventions and shall be reimbursed the cost incurred in doing so after receiving prior approval from the Superintendent or his/her designee.

ARTICLE X

TRANSFERS, POSTING OF VACANCIES

In the event the administration determines that a bargaining unit position is available, notice of such an opening, together with a job description for the position, shall be posted in each of the District's buildings, in a place available to all bargaining unit employees. A copy of all notices posted under this section of the Agreement shall be mailed to the Local 73 Business Representative and given to the Union's Chief Union Steward by placement in the Steward's school mailbox. In the event the Steward is not a 12-month employee, a copy of all notices posted during the time the Steward has no assigned work will be mailed to the Steward.

The notice shall remain posted for a period of five (5) working days. Interested bargaining unit members may submit a written request to be transferred to the available position.

If qualifications, including training and ability to perform the duties, are equal, then the length of employment with the School District shall govern the selection of the successful candidate.

ARTICLE XI

HOLIDAYS

1. No deductions shall be made from the time or compensation of a school employee on account of any legal or special holiday, said holidays listed below:

Independence Day – July 4
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day

Christmas Day
New Years Day – January 1
Holiday of Dr. Martin Luther King, Jr.
Good Friday
Memorial Day – Last Monday in May
Casmir Pulaski's Birthday
Friday after Thanksgiving
December 24th – Christmas Eve
December 31st – New Years Eve
Juneteenth

Special School holiday, when granted to teachers under Sec.10-22.9 of the School Code.

2. The above-listed legal holidays shall be observed as established on the annual academic year calendar adopted by the Board. Where New Year's Day, Independence Day or Christmas Day Falls on a weekend, the Board will designate a week day on which these holidays will be celebrated by employees.

3. A holiday falling within a vacation period shall not constitute a vacation day. A holiday occurring while an employee is on leave of absence for sickness or injury shall not count against his/her sick leave credits.

4. The Board may waive the holidays for the Birthday of Dr. Martin Luther King, Jr., the Birthday of President Abraham Lincoln, the Birthday of Casimir Pulaski, Columbus Day, and Veteran's Day. If the Board waives any holidays, an employee shall receive one (1) personal day in exchange for the waiver of each holiday. This personal day can be used without the employee submitting a specific reason for its use and the use of the personal day cannot be denied for arbitrary or capricious reasons.

ARTICLE XII

JURY DUTY

1. Any employee called for jury duty during working hours shall be paid his/her full salary for such time and suffer no loss of benefits or contractual advantage.

2. Daily rates received for such duties shall be reimbursed to the District only for those working days when the employee was absent and does not include any compensation received for food or travel.

ARTICLE XIII

UNPAID LEAVES OF ABSENCE

A bargaining unit member may request, and the Board of Education in its sole discretion may chose to grant to such employee, an unpaid leave of absence as generally described in this section. The terms and conditions governing such request of leave, if granted, shall be as follows:

1. The granting or denial of any leave shall not be deemed precedential in any respect and that no action shall lie against the Board for granting or denying such request in whole or in part.

2. Such leave shall be limited for purposes of application and consideration to bargaining unit members.

3. The purpose of such leave may include the following:

   a. Educational purposes
   b. Foreign, military or governmental work;
   c. Health and hardship
   d. Child rearing whether by reason of maternity, child delivery or adoption
   e. Any other reason as determined solely by the Board

4. A leave request shall be submitted in writing to the Superintendent stating the following:

   a. The purpose or purposes for such leave;
   b. The requested commencement date and termination date; and
   c. Any applicable supporting documents.

5. The Superintendent or his/her designee shall meet with each individual employee to discuss the leave requested, and shall make, if appropriate, suggestions concerning such leave and recommendations relevant thereto.

6. The Superintendent shall communicate to the employee his/her recommendation and provisional acceptance or denial of said leave within thirty (30) days after the filing of request with his office.

7. The individual shall have the right to appeal the decision of the Superintendent to the Board for its consideration of such appeal at the next regularly scheduled Board meeting provided that at least fifteen (15) days elapses between the decision to appeal and the next regularly scheduled Board meeting; in other cases, the appeal shall be considered at the then regularly scheduled Board meeting.

8. The consideration of any appeal by the Board shall be preceded by written application for appeal made by the employee together with copies of the original leave requested

and any other pertinent documents. The Board shall consider said appeals based upon written documents submitted and shall announce its decision and communicate the same to the employee with copies to the Union if the Union so requests.

9. All employees who are granted leaves shall return on the date specified in the leave requested as approved by the Board. Any extensions in the leave must be preceded by written request for such extension filed at least two (2) months prior to the return date specified in the original leave request.

10. Return from an unpaid leave of more than 21 days in length shall not guarantee the employee his or her original job or assignment. An employee returning from an unpaid leave of 21 calendar days or less shall be guaranteed his/her previous job. However, in neither case shall the employee be exempted from the effects of any reduction or cutback which may be occurring at the time of the return from leave.

11. Time of leave is not counted toward continuous service or employment by the Board. Paid leave days and personal days shall not accrue during said leave. The employee may make arrangements with the Illinois Municipal Retirement Fund for pension credit at his/her own expense. Any fringe benefit programs offered by the Board in whole or in part, may be continued at the employee's sole expense subject to approval of any third party provider of benefits then in effect.

ARTICLE XIV

SICK LEAVE/PERSONAL LEAVE/BEREAVEMENT LEAVE

1. Employees shall be credited with twelve (12) workdays of paid sick leave on July 1 of each year provided that, on July 1, such employees are either actively employed or are on vacation or paid sick leave. Employees who are hired or return to active employment after July 1 shall be credited with a pro rata share of sick leave days based on the number of full months during the remainder of the fiscal year in which they are employed.

2. Each employee shall, as a condition of the granting of such leave, notify his or her immediate supervisor of the need of taking said leave. The Board may, through its designee require the employee to put in writing the need for the use of sick days and may request a medical certificate to determine fitness to return to work or to take such leave. The Board may require an employee to be examined by a doctor designated by the Board and evaluated for the determination of the necessity of taking leave in excess of three days or to determine fitness to return to work. The examination by the Board's doctor shall be at the Board's expense. When an employee exhausts the paid sick leave he/she has earned, the employee will be docked for each day's absence thereafter. Also, the employee must obtain permission from the Superintendent for each day's absence during dock status or, at employee's expense, produce a doctor's written excuse for each day's absence during dock status, or said absence will be considered an unexcused absence and grounds for discipline in addition to the dock.

3. The unused portion of such leave shall be accumulated to a 220 days maximum sick leave accrual. Upon official retirement and after fifteen (15) years of service with the District, employees may apply to be paid out for unused sick leave pay at the rate of twenty-five dollars ($25.00) per day.

4. Upon accumulation, sick leave may be used for the purposes set forth below and shall be paid at the regular straight-time hourly rate of pay in effect for the employee's classification at the time the sick leave is being taken.

a. Personal illness, quarantine at home, birth, adoption, death or disability.

b. Serious Illness in Immediate Family. Employees shall be eligible to use accumulated sick leave days in the event of serious illness or death of anyone residing in the employee's "immediate family," as that term is defined in 105 ILCS 5/24-6. "Immediate Family Members" include parents, spouse, domestic partner, brothers, sisters, children, grandparents, grandchildren, parents-in-laws, brothers-in-laws, sisters-in-laws, and legal guardians.

5. All employees who resign or otherwise leave the District and at a future date return to resume the service, will be credited with twelve (12) days sick leave as if they were new employees, as defined in Paragraph One (1) above. Subsequent consecutive years of service only will apply toward accumulated days of sick leave.

6. All unused and uncompensated sick leave at the time of retirement shall be counted for additional service credit under the Illinois Municipal Retirement Fund to the maximum permitted by law and/or applicable rule or regulation.

7. Full deduction from pay will be made for absence due to causes other than those specifically indicated in the foregoing paragraphs.

8. Three (3) days personal leave shall be available to each employee to conduct personal business which cannot be accomplished outside of the employee's regular workday. Each request for personal business leave is to be submitted, in writing, to the Superintendent for his/her approval three (3) workdays prior to the date for the requested leave.

Personal leave shall be granted at the discretion of the Superintendent which shall not unreasonably be denied.

Except in extraordinary circumstances (which shall be explained in writing to the Superintendent) personal leave shall not be granted during the first five (5) or the last five (5) pupil attendance days of the school year, on a Friday or Monday, or on the work day immediately preceding or following the holiday recess period.

Unused personal leave shall accumulate as sick leave.

9. An employee who is eligible to receive worker's compensation temporary disability benefits for a period of absence during which he/she also receives paid sick leave shall be required to turn over to the District the amount of such worker's compensation benefits. An employee who has exhausted his/her sick leave accumulation shall not receive a salary and shall not be required to turn over any worker's compensation benefits he/she receives.

10. Employees shall be entitled to up to three (3) bereavement leave days for each death in the "immediate family", as that term is defined in 105 ILCS 5/24-6. Such leave shall be without loss of pay and shall not accumulate. An employee taking bereavement leave must notify the Superintendent before taking the leave. Whenever an employee requests bereavement leave and the Superintendent is not available, the employee shall contact the District hotline. Additional leave may also be granted from accumulated sick leave for each death in the "immediate family" on a case-by-case basis at the discretion of the Superintendent. Upon request of the Superintendent, the employee must present evidence of having attended the funeral or memorial service of an "immediate family" member.

11. The Union shall endeavor to instruct employees that attendance is a critical aspect of their employment.

12. Cook County, Illinois Paid Leave Ordinance

The Board and the Union (on behalf of itself and all members of the bargaining unit) waive any and all of the requirements, duties, and obligations of the Cook County, Illinois Paid Leave Ordinance (Chapter 42, Human Relations, Article II, In General, Division 1, Paid Leave, Section 42-1 through 42-10 of the Cook County Code, effective December 31, 2024, as amended) ("the Ordinance").

The Union, for itself and all of its bargaining unit members, expressly acknowledges and agrees that: (a) it has fully and carefully read and considered this waiver and fully understands its meaning and effect; (b) it has had a full and adequate opportunity and reasonable time period to review this waiver with its attorney, Association representatives, and bargaining unit members before agreeing to it; (c) it was not coerced into agreeing to this waiver; (d) it agrees to this waiver in its entirety and is doing so knowingly, voluntarily, and with full knowledge of its significance; (e) the only consideration for its agreeing to this waiver are the compensation and leave benefits stated in this collective bargaining agreement, and no other promises or representations of any kind have been made by any other person or entity to cause it to agree to this waiver; and (f) the consideration listed herein exceeds what the Association's bargaining unit members would otherwise have been entitled to, and is in exchange for agreeing to this waiver.

The parties are including this waiver in this collective bargaining agreement pursuant to the authority expressly set forth in Section 42-5 of the Ordinance and intend for this waiver to satisfy the waiver requirements contained therein. The Board and the Union expressly acknowledge and agree that this is intended to be an explicit, clear and unambiguous waiver of all of the requirements, duties, and obligations of the Ordinance.

The Board and the Union agree that if this waiver, or any portion of it, is found to be unenforceable or insufficient in any way, that they will each immediately take such further action as is necessary or reasonably desirable to carry out the purposes and intent of this waiver, including but not limited to executing and delivering any further instruments and documents and providing any reasonably requested information as any other party reasonably may request.

ARTICLE XV

SENIORITY AND RECALL

Probationary Period

A newly hired employee shall complete a 90 calendar day probationary period. The probationary period shall exclude that time that an employee does not work during the summer because the employee is not employed on a twelve month basis. During the probationary period, an employee may be suspended, laid off, or discharged without cause or reason, at the sole discretion of the Board. During the probationary period, the employee shall have no recourse to grievance or arbitration. There shall be no seniority among probationary employees. The probationary period, if successfully completed, shall count toward accumulated seniority. Probationary employees shall have no bumping rights in the event of a reduction in force. Once the probationary period is complete, discharge and discipline shall be in accordance with Article XVII of this Agreement.

Seniority

Seniority shall be by category of position. Seniority shall be based on the length of continuous service from the first day an employee was paid to date in the same category of position, less adjustments for layoff or approved leave of absence without pay (excluding Military leaves). If seniority is equal, the date of hire shall determine the most senior employee. If the date of hire is equal, seniority shall be determined by a toss of a coin in the presence of a representative from the Union. The following categories of position shall apply:

Classroom Assistants	Head Cooks
One-on-One Assistants	Cooks
Truck Drivers	Food Service Helpers
	Warehouse Operators
	Custodians
	Maintenance/Custodians
	School Clerks

Seniority List

On or before February 1 of each year the Board shall distribute to the Union a seniority list for bargaining unit employees by classification showing their accumulated seniority credit, calculated in accordance with the provisions of this Article. If the Union or any employee

believes there is an error in the seniority list, it should be brought to the attention of the Superintendent or designee within two (2) weeks after the seniority list is distributed. If any corrections are made to the seniority list, a revised list will be distributed.

Recalls

If the Board has any vacancies in a classification covered by this Agreement for the following school term or within one calendar year from the beginning of the following school term, the positions thereby becoming available shall be tendered to employees with recall rights in reverse order of layoff from said classification. Notification of recall shall be by certified mail to the employee's last known address. It shall be the responsibility of the employee to keep his/her address current by providing the Personnel Office with the necessary information. If the employee does not respond to such notification of recall by notifying the District of the decision to accept or decline the position within seven (7) calendar days of the receipt of the letter by the District to the employee's last known address, the employee's right to recall shall cease.

Termination of Seniority

Seniority and the employment relationship shall be terminated for all purposes if the employee:

(a) quits;

(b) is discharged for just cause;

(c) retires;

(d) fails to report to work at the conclusion of an authorized leave of absence or vacation;

(f) is laid off for a period of fifteen (15) months or the length of service, whichever is less;

(g) does not perform work for the District for a period in excess of fifteen (15) months, provided, however, this provision shall not be applicable to absences due to military service, established work-related injury compensable under workers' compensation, disability pension, or a layoff where the employee has recall rights; or

(i) is absent for three (3) consecutive working days without notifying the Superintendent and without showing just cause for failure to so report.

ARTICLE XVI

DISCHARGE AND DISCIPLINE

1. The Board may not arbitrarily or capriciously discharge, suspend or take other disciplinary action, including written reprimand, against an employee. In any arbitration arising out of the exercise of this authority, the arbitrator shall determine whether the employee disciplinary action was arbitrary and capricious. The Union shall have the burden of proving that the Board's judgment as quantum of discipline was arbitrary and capricious.

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

2. An employee shall be entitled to have a representative of his/her choice present when required to appear before the Board or Administration concerning any matter which the employee believes could result in disciplinary action.

3. The Board may not suspend or discharge an employee for arbitrary or capricious reasons.

4. The Board shall maintain only one official personnel file which shall be in the Board office. Effective upon ratification of this Agreement by both parties, the employee shall be provided with a copy of any evaluative material placed in his/her personnel file at the time of inclusion and the employee shall acknowledge in writing the receipt of any such material that is being placed in his/her official personnel file. The employee shall have the right to respond in writing within ten (10) employee working days after an employee receives the material and any such response shall be attached to the material. Upon reasonable request, an employee shall be provided with a copy of any material in his/her personnel file.

ARTICLE XVII

REDUCTION IN FORCE

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

(a) All temporary and probationary employees will be laid off prior to any permanent bargaining unit employees' hours being reduced or being laid off. Layoffs and/or reduction of hours will then be made in seniority order within categories. Employees whose positions have been eliminated shall have the right to assume positions of a less senior employee in the same category. Prior to the laying off of

employees the District will provide the Union with thirty (30) days of notice and the list of affected employees. This notice will provide the Union an opportunity to meet with the affected employees and the District.

(b) The Union and the Board hereby agree that this section constitutes an alternative method of determining the sequence of dismissals as provided for in section 10-23.5 of the *Illinois School Code*.

(c) Employees shall be entitled to recall for a period of time until one (1) year from the first day of school term following the effective date of the honorable dismissal. Employees on 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 with the District office.

ARTICLE XVIII

GRIEVANCE PROCEDURE

1. A grievance is defined as a complaint or claim by a bargaining unit member that there has been a violation, misinterpretation or misapplication of any provisions of this Agreement. In the event there are multiple grievances filed alleging a breach of this Agreement, which grievances allege the same facts or occurrences, the Administration or the Union may elect to combine the grievances for group hearings.

2. The Board acknowledges the right of the Union to assist a grievant at any level of the grievance procedure if it obtains the consent of the grievant, and the Union acknowledges the right of the Administration to receive assistance as desired in any step of the grievance procedure. Failure of any bargaining unit member to act on a grievance within the prescribed time limits will act to bar any further appeal and the administrator's failure to give a decision within the prescribed time limits, however, may be extended by mutual consent.

3. A grievance involving the act of any administrator above the building level shall initially be filed at Step 2 of the grievance procedure.

4. If the Superintendent and the Union agree, a grievance may be submitted directly to arbitration.

5. An attempt shall be made to resolve any grievance in informal, verbal discussion between the grievant and the administrator involved. The grievant has the option of Union representation at said informal step. The Administration likewise has a right to receive assistance during this informal step.

6. The steps shall be as follows:

Step 1. If the grievance cannot be resolved informally, the Union shall present the grievance in writing to the principal no later than twenty (20) business days (defined as days during which the Administrative Office of the District is open) after the occurrence of the alleged claim or complaint. The principal will arrange for a meeting to take place within five (5) business days after receipt of the grievance. A Union representative selected by the aggrieved party, if said aggrieved party desires said assistance, the immediately involved supervisor and any person whose assistance he/she request, shall be present for the meeting. The principal shall then, within five (5) business days after the meeting, provide the aggrieved party and the Superintendent with a written memorandum setting forth the disposition of the grievance. Such memorandum shall contain reasons upon which the disposition of the matter was based.

Step 2. If the grievant is not satisfied with the disposition of the grievance at Step 1, or if Step 1 time limits expire without the issuance of the principal's memorandum, the Union may then refer the grievance to the Superintendent of Schools within ten (10) business days thereafter. The Superintendent shall then arrange for a meeting with the same parties being present as may be present in Step 1 within ten (10) business days. Each party to the grievance shall have the right to include in its presentation a representative if so desired. Each party may present witnesses to develop the facts pertaining to the grievance. Upon the conclusion of the hearing of the grievance, the Superintendent shall have ten (10) business days in which to provide his/her written decision to the aggrieved party.

Step 3. If the grievance is not resolved at Step 2, then the Union may refer the grievance to the Board within ten (10) business days after the receipt of the Step 2 answer. The Board shall hear the grievance at its next regularly scheduled meeting. Each party shall have the right to include in its presentation such witnesses and representatives as it deems necessary. The grievance hearing will be held in executive session. Within ten (10) business days of the meeting, the grievant shall be provided with the Board's written response, including the reasons for the decision.

Step 4. If the grievance is not resolved satisfactorily at Step 3, there shall be available a fourth step of impartial, binding arbitration. If the Union desires arbitration, the Union must submit in writing a notice of intent to proceed to arbitration to the Superintendent within twenty (20) business days from the receipt of the Step 3 answer. The arbitrator shall be selected from the Federal Mediation Conciliation Service (FMCS) in the manner as follows; if the parties cannot agree within ten (10) business days on the arbitrator to hear the matter, the rules of the FMCS then pertaining shall be followed in the selection of an arbitrator.

Neither party to the grievance will be permitted to assert grounds or evidence not previously asserted before the Board. Each party shall be entitled to representation and witnesses. The arbitrator shall have no power to alter the terms of this Agreement.

The cost of the arbitrator shall be borne equally between the Union and the School District. Should either party request a transcript of the proceedings, that party will bear the cost of the transcript. The arbitrator's decision shall be final and binding upon the parties. His/her decision must be based solely and only upon his or her interpretation of the meaning or application of the express language of the Agreement.

7. Bargaining unit members shall be provided release time with pay for the purpose of appearing at arbitration hearings. The Union shall reimburse the Board for the cost of any substitutes required. Such time can be allowed in periods as small as one (1) hour.

Time after the regular workday, holidays, vacation periods, weekends, or summer will be used as mutually agreed upon by the Union President and District Superintendent. Bargaining unit members' attendance at agreed times which fall outside of their regular workday is not compensable.

8. Should either party to the grievance procedure wish to employ counsel or a court reporter, it shall be at the party's own expense. If the arbitrator requests a transcript, both parties will share equally the cost of the same.

9. If a bargaining unit member is not represented by the Union, the Union shall have the right to have its representative present to state its views at any stage of the grievance procedure.

10. The Board agrees not to take any reprisal against any person for participation or refusal to participate in the grievance process. The Union agrees to take no reprisals against any person because of participation or refusal to participate in the grievance procedure.

11. All records related to a grievance shall be filed separately from the employee's personnel files.

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

13. 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 as aforesaid with any alleged violation of any of the rights granted to or enumerated herein, said proceedings shall act as to bar to the commencement or further proceedings of any arbitration filed herein which alleges as its subject matter any violation of any rights specifically enumerated herein.

ARTICLE XIX

WAGES, HOURS OF WORK AND OVERTIME

1. No Guarantee. This Article is intended to define the normal hours of work and to provide a basis for the calculation and payment of overtime. It shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week or per year.

Food Service Workers: (includes cooks)	Seven hours of work plus ½ hour of unpaid lunch. Salary is on the basis of a 1295 hour year.

Custodians: (includes Warehouse Operator, Custodian/Truck Driver)	Seven and ½ hours of work plus ½ hour unpaid lunch. Salary is determined on the basis of a 1950 hour year.
Aides:	Seven hours of work plus ½ hour of unpaid lunch. Salary is determined on the basis of a 1260 hour year.
School Clerks:	Seven and ½ hours of work plus ½ hour of unpaid lunch. Salary is determined on the basis of a 1424 hour year.

All employees shall be present at work on the first day of school and the last day of school unless excused in writing by the Superintendent or his/her designee.

2. Lunch. Employees working in excess of five (5) hours a day shall be given a thirty minute duty-free, unpaid lunch, assigned by his/her supervisor.

3. Overtime. Employees shall be given overtime pay at the rate of time and a half for any time worked in excess of his or her normal workday provided that the overtime work was approved by the Superintendent or his/her designee. Employees shall be paid at the rate of time and a half for hours worked on a holiday, Saturday, or Sunday. There shall be no pyramiding of overtime.

4. Job Descriptions. A job description for each position in the bargaining unit shall be given to the Union and to the affected employee.

5. Initial Placement. Those who begin their employment in bargaining unit positions shall be paid according to placement on Step 1 of the salary schedule for their job category, said schedules found in Appendix A, except as further provided herein. In the sole judgment of the Superintendent, the bargaining unit member may be initially placed at step higher than Step 1 but not higher than Step 3 based on previous related work experience and educational qualifications. The parties agree that the granting of experience credit beyond the initial one (1) year limit is non-arbitrable. Initial placement shall have no impact on seniority.

6. Salary Movement. Bargaining unit members shall progress one (1) step for each year of service in a position.

7. Vacations. Custodians shall be given vacations with pay. All vacations shall be approved by the Superintendent or his/her designee. The Superintendent or designee will endeavor to approve vacation dates submitted by the employee.

Custodians with zero – one (1) year of service shall receive one (1) week of paid vacation leave.

Custodians with 2 – 5 years of service shall receive two (2) weeks of paid vacation leave.

Custodians with 6 – 10 years of consecutive service shall receive three (3) weeks of paid vacation leave.

Custodians with 11 or more consecutive years of service shall receive four (4) weeks of paid vacation leave.

8. Teacher Aides

1) Initial placement on the salary schedule shall be for obtaining teacher's aide certification.

2) In order for any course work to be applicable for movement on the salary schedule, said work must fulfill the following requirements:

a. Said work be at an accredited institution;

b. Said work be either required by Board of Education in writing, or be at an undergraduate level in a field directly related to the aide's classroom assignment at the time said course is taken unless such requirement is waived and approved in writing by formal action of the Board of Education prior to enrollment;

c. The aide must receive a grade of "C" or better or pass if said course is on a pass/fail basis; and

d. Any course work must be submitted to the Superintendent or his/her designee for approval prior to enrollment.

9. Salary Schedules

CUSTODIANS	1920 HRS		
STEP/HRLY	4.0%	3.5%	3.5%
RATE/SALARY	**FY25**	**FY26**	**FY27**
1	33,845	35,029	36,255
2	34,691	35,905	37,162
3	35,558	36,802	38,090
4	36,447	37,722	39,042
5	37,358	38,665	40,019

FOODSERVICE	1295 HRS		
STEP/HRLY	4.0%	3.5%	3.5%
RATE/SALARY	**FY25**	**FY26**	**FY27**
1	21,324	22,071	22,843
2	21,858	22,623	23,414

3	22,404	23,188	23,999
4	22,964	23,768	24,600
5	23,538	24,362	25,215

SCHOOL CLERK	1425 HRS		
STEP/HRLY	4.0%	3.5%	3.5%
RATE/SALARY	**FY25**	**FY26**	**FY27**
1	29,612	30,648	31,721
2	30,352	31,415	32,514
3	31,111	32,199	33,326
4	31,847	32,962	34,115
5	32,686	33,830	35,014

TEACHERS AIDES 30 HRS+	1260 HRS		
STEP/HRLY	4.0%	3.5%	3.5%
RATE/SALARY	**FY25**	**FY26**	**FY27**
1	20,087	20,790	21,517
2	20,589	21,310	22,055
3	21,104	21,842	22,607
4	21,631	22,388	23,172
5	22,172	22,948	23,751

TEACHERS AIDES 61 HRS+	1260 HRS		
STEP/HRLY	4.0%	3.5%	3.5%
RATE/SALARY	**FY25**	**FY26**	**FY27**
1	22,248	23,027	23,833
2	22,805	23,603	24,429
3	23,375	24,193	25,040
4	23,959	24,798	25,665
5	24,558	25,418	26,307

TEACHERS AIDES BACHELOR	1260 HRS		
STEP/HRLY	4.0%	3.5%	3.5%
RATE/SALARY	**FY25**	**FY26**	**FY27**
1	25,504	26,396	27,320
2	26,142	27,057	28,004

3	26,795	27,733	28,704
4	27,464	28,426	29,420
5	28,147	29,133	30,152

Employees off the schedule shall receive the following annual raises: (1) 4.0% for the 2025-2026 school year, (2) 3.5% for the 2026-2027 school year and (3) 3.5% for the 2027-28 school year. The increase for the 2025-2026 school year will be retroactive to July 1, 2025 for all employees remaining employed with the District as of the date of ratification. It is the intent of the parties that the schedule shall reflect an annual increase for employees.

It is the intent of the parties that the schedule shall reflect an annual increase for employees.

Longevity Step Increase

10-15 years	$600 annually
16-20 years	$800 annually
21 years and above	$1,000 annually

10. Summer Pay – Existence of the Summer Program and pay for the Summer Program is dependent upon availability of State and federal funding.

ARTICLE XX

INSURANCE AND FRINGE BENEFITS

Employees must be scheduled for at least 1295 hours of work per fiscal year to receive a paid leave of absence, unpaid leave of absence, sick leave, personal leave, jury duty leave, life insurance or health/hospitalization/dental insurance.

1. Life Insurance

The Board shall provide life insurance in the amount of an employee's annual salary rounded up to the next $1,000 or $30,000, whichever amount is greater, and AD&D with a standard reduction schedule to apply to employees over the age 65.

2. Health/Hospitalization/Dental Insurance

a. The Board shall pay 85% of the HMO single yearly premium toward the cost of whatever plan offered by the Board is chosen by the employee.

b. Those employees who elect individual, dental or dependent coverage as per the terms and conditions of the insurance plan on or before the first day of each school year may at that time elect that the Board remit for him/her said school year to the insurance carrier a sum equal to the premium for the coverage elected. Said election shall be made on an annual basis.

The amount of gross wages due an employee in the form of salary shall be the sum specified on the salary schedule less the payment of premiums provided herein, provided the Board shall deduct from said gross wages all sums as required by law or as authorized by the employee pursuant to the collective bargaining agreement.

The employees shall have no right or claim to the funds so remitted. Once said election is made as provided above, it may not be rescinded except in the case of the death or birth of the insured dependents, change in marital status or change in employment status of a spouse.

The Board does not warrant that the deduction made in the amounts as listed on the compensation schedule by the Board for the employees as set forth above are deemed excludable from the employees' gross wages, and as such, the Union and each individual employee shall and do hereby indemnify and hold harmless the Board, its members, its agents, and its employees, from any and all claims, demands, actions, complaints, suits, assessments or deficiencies or other liability by reason of the payments of individual, dental dependent insurance premiums to the provision of this section.

ARTICLE XXI

MISCELLANEOUS

1. Employees shall have access to records concerning payment of their salary and deductions from, and personnel records concerning their employment. Employee's may request review and receive a copy of their personnel file and within seven working days the District will provide the employees with a copy of their personnel file.

2. If employees are required to wear a uniform at work, the same shall be furnished by the Board as follows:

> First year of employment, two (2) uniforms shall be furnished. The provision of uniforms thereafter shall be at the discretion of the Board upon the recommendation of the Superintendent, except for Food Service Workers who shall annually receive one (1) additional uniform. Uniform cleaning shall be the personal responsibility of each employee.
>
> In addition, custodial employees shall be eligible for a boot allowance of up to sixty dollars ($60). This allowance will be permitted for the purchase of black, steel toe boots which are suitable for the working environment of the custodial team and which must be worn at work. A custodian may be eligible for this reimbursement every five (5) years.

3. Employees shall be furnished tools and/or equipment for their respective jobs and shall be personally responsible for the following with regard to tools or equipment.

a. Employees shall utilize District procedures in signing out for tools or equipment and shall be responsible for the return of the same.

b. Employees shall secure tools or equipment in security facilities provided by the District.

c. Employees shall inform their immediate supervisor of needed maintenance and upkeep of tools and equipment.

d. Employees shall be responsible for the replacement of tools or equipment which they have misused.

4. Employees who are required to use their own vehicles for District business or for required travel between buildings shall be reimbursed at the current IRS rate. This does not include travel to and from home to work.

ARTICLE XXIII

SAVINGS

In the event any part of this Agreement is adjudged to be unlawful or unenforceable by a court of law or administrative agency having jurisdiction of the subject matter and of the parties, then the remainder of this Agreement shall continue in full force and effect. If any such event occurs, at the request of either party, the Union and the Employer shall meet and negotiate in good faith for the purpose of bargaining over the effects of the invalidity, illegality, or unenforceability of the provision or provisions.

ARTICLE XIV

DURATION

This Agreement shall be in full force and in effect from July 1, 2025 to June 30, 2028 and shall continue in force and effect from year to year thereafter.

Dated at Ford Heights, Illinois this 11th day of **November**, 2025.

SERVICE EMPLOYEES
INTERNATIONAL UNION,
LOCAL 73, CTW

PRESIDENT
SECRETARY TREASURER

UNION REPRESENTATIVE

UNION REPRESENTATIVE

BOARD OF EDUCATION OF FORD HEIGHTS
SCHOOL DISTRICT NO 169,
COOK COUNTY, ILLINOIS,

PRESIDENT

SECRETARY