



**2022-2027
AGREEMENT BETWEEN
EVANSTON TOWNSHIP HIGH SCHOOL
and
SERVICE EMPLOYEES
INTERNATIONAL UNION LOCAL NO. 73**

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AGREEMENT

This Agreement is entered into this 1st day of July 2022, by and between Evanston Township High School District 202 of Illinois, hereinafter called the "*School District*," and the Service Employees International Union Local No. 73, hereinafter called the "*Union*." The Parties agree as follows:

ARTICLE I RECOGNITION

- A. The School District recognizes the Union as the sole and exclusive bargaining representative for its employees in the custodial and maintenance departments. For the purpose of this Agreement, the term, "*employees*" shall include all classifications listed in *Article XVI, Classifications*, of this Agreement. This representation applies to both the classification and the type of work performed by these classifications.
- B. The following employees shall **NOT** be subject to the terms of this Agreement:
 - 1. Operating and Building Engineers.
 - 2. All other classifications (including supervisory), employees working less than three (3) hours per day, and Temporary and/or seasonal workers, also referred to as substitutes.

ARTICLE II UNION SECURITY

- A.** The School District agrees that it will not discriminate against any employee because of his or her affiliation with the Union, nor will the School District in any way discourage any employee from joining the Union. The School District further agrees to inform all new employees hired after the signing of this Agreement that Local No. 73 of the Service Employees International Union, is the exclusive representative of all employees in the unit, and that all matters of grievance and other conditions of employment must be handled through the regular grievance procedure set forth in this Union Agreement. The School District also agrees to introduce each new employee to the Union Steward or the Union Committee person in his or her department upon assignment to a position.

B. CHECK-OFF OF UNION DUES

Upon receipt of a voluntary signed written dues and assessments authorization card from an employee covered by this Agreement, the School District shall, during the term of this Agreement, deduct the uniform bi-weekly Union dues and assessments and uniform initiation fees of such employees from their pay and remit such deductions to the Secretary-Treasurer of the Union. The parties acknowledge and agree that the term "written authorization" includes authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law.

Upon receipt of a voluntary signed written Committee on Political Education (COPE) authorization card by an employee covered by this Agreement, the School District shall, during the term of this Agreement, deduct the COPE assessment from each employee who signs an authorization form of such employee from their pay and remit such deductions to the Secretary-Treasurer of the Union.

C. ACCESS

The Employer shall provide to the Union, including authorized agents and members, reasonable access to and information about employees in the bargaining unit in order to ensure proper implementation of this Agreement and resolve disputes that may arise. Access including the following:

1. The right to meet with members employees on the premises during work hours the work day to investigate and discuss grievances and workplace-related complaints without loss of pay or leave time;
2. The right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday without loss of pay or leave time;
3. The right to meet with new hires newly-hired employees on aid time without loss of pay at a mutually agreed upon time on the premises to conduct union orientation for up to an hour either within the first 2 weeks of employment or at a later date and time mutually agreed upon by the Employer and the Union;

4. The right to information about bargaining unit employees including a digital editable list of employees' name, job title, work location, home address, work telephone number, home and cell phone numbers on file with the Employer, and work and email addresses. This list will be furnished to the Local and the Stewards Union at the beginning of each school year and on a monthly basis; and,
5. The right to information used by the employer in the investigation or use of discipline, hiring, promotion, and any other significant events affecting bargaining unit employees.

ARTICLE III GOVERNMENT LAWS AND REGULATIONS

This contract shall not supersede any existing laws or future laws of the State or Federal Government as they affect the legal operation of the school system by the School District. If any section or subsection of this Agreement shall be declared invalid by any court or competent jurisdiction or shall become imperative because of any Federal or State law, the remaining portions of this Agreement shall continue in full force until the prescribed termination date.

ARTICLE IV SENIORITY AND PROBATION

A. SENIORITY

1. School District seniority is defined as the length of an employee's continuous employment by the School District. All seniority shall be terminated when an employee:
 - a. is discharged for just cause;
 - b. quits;
 - c. fails to report for work after a layoff when properly notified in accordance with this Agreement;
 - d. is laid off for a period of more than two (2) years (except that if an employee has more than two [2] years seniority when the employee is laid off or starts a period of absence, the employee will not lose his seniority until he has been laid off or absent for a period totaling his total service with the school system; subject, however, to the provisions of *Article IV*);
 - e. is absent for five (5) consecutive workdays without calling his/her superior.

2. Absence due to injury or disease for which Worker's Compensation is payable shall not terminate seniority within time limits as in Subparagraph A.1.d. above.
3. Any person whose seniority has been terminated as provided in Subparagraph A.2.d., and who later is reemployed, shall be considered in every respect a new employee, and a new seniority date shall be established on the date of reemployment.

B. PROBATIONARY PERIOD

1. All new employees shall be on a probationary or trial basis for a period of ninety (90) calendar days. Probationary employees shall be evaluated formally twice during the ninety (90) day probationary timeframe. The first evaluation will be thirty (30) days after the date of hire and the second evaluation shall be completed seventy-five (75) days after the date of hire. All probationary employees shall be notified in writing of their acceptance or rejection at the completion of their probationary period. The School District shall be the sole judge of acceptance of employees during the probationary period, and no controversy concerning tenure of these employees shall be deemed a grievance, provided, however, that probationary employees shall be subject to all terms of this Agreement not inconsistent with this clause.
2. The probationary period may be extended at the sole discretion of the District up to an additional sixty (60) days. If the probationary period is extended, the employee and the union will be notified, in writing, and the employee will be formally evaluated at least two (2) times during the extended sixty (60) days.
3. If a supervisor believes that the employee is doing unacceptable work, probationary employees may be terminated at any time either during the original probationary period or during the extended probationary timeframe.
4. The seniority of a new employee shall be established at the conclusion of the probation period and shall begin as of the most recent date hired.
5. The Board shall provide an orientation program for newly hired bargaining unit employees. The content of such orientation shall be developed in consultation with the union.

C. DEPARTMENT SENIORITY

1. The employee's departmental seniority shall accumulate continuously from the date of most recent employment in the department until terminated by any of the circumstances enumerated in Subparagraph C 4.
2. When two (2) or more people are hired and report for work on the same day, their department seniority shall be determined by drawing lots in the presence of the employer's representative and a Union officer. A record will be made of the procedure and signed by all parties present, and a copy shall be sent to the Union.

3. Departmental seniority is defined as the length of an employee's continuous employment within one of the departments as listed below. Separate department seniority lists shall be maintained for the (a) Custodial and (b) Maintenance personnel.
4. When a reduction in force is necessary within a given department or employees are already on layoff, first consideration shall be given to these employees for employment in other departments where vacancies exist, provided they demonstrate the ability to perform the work within a fifteen (15) day trial period. When this occurs, such employees shall have their seniority maintained in their original department unless they fail to return when called back to said department.
5. When an employee's departmental seniority has been terminated and he is later employed in the same department, a new departmental seniority date shall be established based on the date of his reassignment in such department. For the purposes of vacations and sick leave days, an employee's seniority shall be computed as of the most recent date hired.
6. When an employee is transferred to another department at his own request, the original departmental seniority shall be maintained for not more than thirty (30) working days to permit a trial period in the new department. This provision is applicable to all permanent transfers herein.

D. PROMOTIONS, DEMOTIONS AND VACANCIES

1. When vacancies occur, a notice will be posted on the Local No. 73 Bulletin Board listing the number of available positions, the classification and hours of the position, (job description upon request and wages are contractual) and advising that applications will be accepted from employees within the bargaining unit. Preference will be given to those members within the pertinent department. This notice will specify the final date for receipt of applications (a minimum notice of five [5] working days or ten [10] days for those employees with an excused absence, or until those pertinent employees on vacation are notified). When a vacancy can not be filled by applicants from within the bargaining unit, the School District may interview and hire applicants from outside the bargaining unit. Unsuccessful applicants shall be notified in writing of the steps they may take to improve their chances for promotion in the future.
2. Promotions shall be based on the ability to perform the work, and employee seniority shall be the determining factor if the ability of the applicants is relatively equal.
3. An employee bidding on a new position shall assume the duties, hours and wages of the posted position. An employee shall have a trial period of thirty (30) working days. During this time, if the employee is not retained in the new position or decides not to accept the position, the employee shall be reinstated in the former position and wage scale without loss of seniority. The employee may

not request a promotion to this same position or a similar position for a period of twelve (12) months, except by mutual agreement.

4. When it can be demonstrated that demotion is the only other alternative to discharge, an employee may be demoted. The employee shall then have the right to displace the least senior bargaining unit member provided that the employee has the skill and ability to perform the duties.
5. Employees who are related in any manner may never supervise one another. Favoritism and nepotism will not be permitted as a supervisory practice.

E. LAYOFF AND REHIRE

1. When a reduction in the working force is necessary, employees shall be laid off in accordance with departmental seniority; i.e., the employee with the least departmental seniority shall be laid off first, etc. In the selection of employees for layoff, the School District shall retain those employees with the greatest seniority provided they are properly qualified and physically able to perform the available work.
2. Whenever an employee is to be laid off, the School District shall notify the employee, Chief Steward and Local 73 Union Representative at least 10 days in advance, unless such notice is not practicable.
3. An employee who is laid off shall be rehired in accordance with departmental seniority; i.e., the employee with the greatest seniority shall be rehired first, provided he has the ability and is physically able to perform the duties of the job that is open. When rehiring a laid-off employee, the School District will notify him/her by certified mail at the last known address. If such an employee does not notify the School District within ten (10) days from the mailing date of such notice that he/she will report for work on the date specified, or give satisfactory reasons for delay beyond such time, he/she shall be considered as having quit and all seniority shall be terminated. If the person called is not readily available within a five (5) day period, the School District may call the next employee in line and he/she shall be given a minimum of five (5) days work, after which the proper person may come in to work.
4. Notwithstanding any of the seniority rules contained herein, the Union Chairperson or Chief Steward shall, during their terms of office, be placed at the head of their department's seniority list; provided, however, that this preferential seniority shall be only for the purpose of determining layoff and rehiring.

F. SENIORITY LISTS

1. The School District will furnish to the Union two (2) copies of the current list of employees which shall include the employee's name, hiring date, department, departmental seniority date, and classification. This list will be revised every six (6) months and a copy forwarded to the Business Representative of Local No. 73

and to the Chairperson of the Unit. If no errors are reported by the Union within thirty (30) calendar days, the list shall be considered correct and stand as is without grievance.

2. Job descriptions shall be brought up to date, periodically or as the District determines as organizational structure changes, for all bargaining unit classifications. Copies shall be forwarded to the Local 73 Union Representative and Chief Steward.

G. TEMPORARY VACANCIES AND TRANSFERS

1. A job will be considered vacant when the employee holding the job has quit, is discharged, demoted, promoted, transferred or when it is a newly-created job. All other vacancies shall be considered temporary.
2. A temporary job which has been temporarily filled shall be considered a temporary vacancy for a period of ninety (90) calendar days and may be extended beyond ninety (90) calendar days by mutual agreement. When no longer considered a temporary vacancy, it will be advertised and filled as per Paragraph D.
3. The hourly rate of employees temporarily assigned or transferred to a lower paying job shall be reduced to the hourly rate of the job being performed.
4. Employees temporarily assigned or transferred to a higher paying job shall receive the rate of the higher paying job for hours of work on the higher paying job.
5. If it should become necessary to permanently reassign an employee, a conference shall be held between the employee and the pertinent supervisor(s) to review such reassignment. At the request of the employee, the Union Steward may attend such conference.
6. Employees shall be involuntarily transferred from one shift to another on the basis of seniority; i.e., the employee with the least departmental seniority shall be the first involuntarily transferred.

ARTICLE V GRIEVANCES

- A.** A grievance, defined as an alleged violation of this Agreement, may be presented by an employee, group of employees, or the Union.
- B.** For purposes of representation in negotiations and grievance procedures, the School District recognizes the Union Grievance and Negotiation Committee of five (5) members and Stewards. The Business agent from Local 73 shall be considered as an additional member of the abovementioned committee.
- C.** Members of the Grievance and Negotiations Committee and Stewards shall be compensated at their regular rate of pay for all working time lost in attending grievance and negotiating meetings scheduled with the Board hereunder. Reasonable time without loss of compensation shall be granted to the Chief Steward for resolving or investigating specific grievances.
- D.** On an annual basis, the Union will provide the School District with a written list of current officers and representatives of Local No. 73.

PROCEDURE

1. Step One

Any employee with a complaint should discuss this complaint with his immediate supervisor, at a time which does not unduly interfere with the employee's normal work schedule or duties. If the Steward was not present and the matter is still unresolved, another meeting between the employee and the supervisor with the Steward shall take place to try to effect settlement. The grievant must grieve within ten (10) working days from the date of occurrence of the event giving rise to the grievance, or the grievant's reasonable knowledge of the event.

2. Step Two

If Step One does not effect settlement within five (5) working days from the meeting between the Steward and the immediate supervisor, the Steward shall put the grievance in writing with a copy to the Assistant Director of Operations or designee. They, together with the Assistant Director of Operations or designee shall meet within five (5) working days of this meeting, unless extended by mutual agreement.

3. Step Three

If the complaint is not resolved in Step Two, the Union may present the complaint to the Director of Operations, or his designee. The Director of Operations, and/or his designee, and the Union Grievance member, with the Business agent or his designee present, must meet within fifteen (15) working days at a mutually designated time and location. As soon as possible, but within fifteen (15) days

after the conclusion of this meeting, the Director of Operations, or his designee, shall notify the Union of the School District's decision or position with respect to the grievance. Time limits may be extended by mutual consent of both parties.

4. Step Four

In the event the matter is not resolved in Step Three, only the Union shall have the right to submit the matter to final and binding arbitration by giving written notice of its desire to arbitrate to the Superintendent, on behalf of the School Board. The parties shall jointly request an arbitrator by letter to the Federal Mediation and Conciliation Service which shall supply a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators and otherwise serve as administrator of the proceedings. The arbitrator shall consider only the particular issue(s) presented to him by the Board and the Union, and his recommendation shall be based solely upon his interpretation of the meaning or application of the terms of the Agreement to the facts of the grievance presented. The recommendation and the decision of the arbitrator shall be binding. The expense of the arbitrator, including his fee, shall be shared equally by the Board and the Union.

- E. Failure to respond to a grievance on a timely basis shall automatically move the grievance to the next step.
- F. In all steps of the grievance procedure described above, either the School District or the Union shall have the right to specify that the aggrieved employee, or his immediate supervisor, or both, be called in to discuss the details of the grievance in the presence of the proper representatives of the School District and the Union.
- G. Permission shall be granted to the Business agent of the Union to enter the district for the purpose of representation upon prior notification to the Director of Operations or his designee.

DISCIPLINARY ACTION

The District with just cause may take appropriate disciplinary action against any employee to resolve violations of any District policies and/or practices. It shall normally be done in a manner which will not embarrass the employee before other employees or the public and shall be done in a timely fashion. The director and/or supervisor, in conjunction with Human Resources, when necessary, will determine appropriate disciplinary action(s). Actions may range from verbal warnings to immediate dismissal from employment. In the case of immediate dismissals, all relevant facts will be carefully reviewed and the employee will be given an opportunity to explain the situation before a final decision is reached.

1. Verbal Warnings - A verbal warning will be issued directly to the employee with documentation of the warning included in her/his personnel file.

2. **Written Warnings** - Written warnings are given after repeated violation(s) of District policies or procedures and/or after failure to correct unsatisfactory behavior or improve performance to meet District standards in accordance with prior warnings.

Written warnings will include the reasons for the supervisor's dissatisfaction and any supporting documentation. Copies of written warnings and employee rebuttals will be included in the employee's personnel file.

3. **Suspension** - Continued repeated violations of District policies or procedures and/or after failure to correct unsatisfactory behavior could result in suspension without pay.
4. **Termination/Dismissal** - If performance and/or behavior is deemed to be unsatisfactory and satisfactory change does not occur, the District may discharge the employee from employment. Some incidents may result in immediate dismissal depending upon the severity of the offense. Employees can be discharged from employment at any time due to serious and/or repeat infractions of policy and/or procedure.

Please note that the severity of the offense will determine which steps will be taken and when such steps will be taken.

REMEDIATION

PERFORMANCE DEFICIENCIES

It is usually most desirable to solve performance problems through free and informal communications. If problems persist or are sufficiently serious that dismissal will be considered if they are not resolved, then a formal remediation process shall be invoked by a supervisor to address performance deficiencies of a non-probationary, support staff employee. The following principles will apply to the remediation process:

- The remediation process does not apply if an employee is not meeting District standards of conduct or if the employee is not complying with District rules and regulations. Nothing contained in this remediation section impacts the Board's right to discipline or discharge an employee for just cause or to demote, transfer or dismiss an employee for cause whether or not the remediation process has been utilized.
- The parties shall make a good faith effort to comply substantially with remediation procedures in order to respect the rights of individual employees and management. If the outcome of a remediation process is grieved, failure to comply with timelines and technical procedures may be considered a factor in determining whether action was taken for cause.

- The parties may extend timelines or modify procedures by mutual agreement in order to facilitate fairness and effective and efficient action.
- The employee is entitled to have Union representation at any step in the remediation process.
- Remediation may be instituted as the result of a “needs improvement” evaluation rating or if there is evidence of poor performance during an evaluation cycle. Two (2) consecutive “needs improvement” evaluation ratings is grounds for dismissal.

REMEDATION PROCEDURES

1. Human Resources or the department supervisor will provide written notice to the employee of the time, place, and reason for the initial remediation meeting at least one (1) day in advance of such meeting. Copies of the notice will be provided to the union representative and a copy will be placed in the employee’s file.
2. At the initial meeting, the supervisor will inform the employee of the nature of the performance deficiencies and the actions necessary to correct them.
3. Within five (5) workdays after the initial meeting, the supervisor will prepare a written memorandum summarizing the performance deficiencies and the course of action required to correct them. The memo will include the tentative date for the follow-up meeting. A copy of this summary will be provided to the employee who will acknowledge receipt of the document with his/her signature. A signed copy will be provided to the Director of Human Resources.
4. The remediation process is 90 calendar days. The remediation process can be extended by mutual agreement. After thirty (30) days, a memorandum from the employee’s supervisor will be provided, with the intent of giving the employee feedback about their progress through the remediation process. No meeting will be required. After sixty (60) days, a meeting will be scheduled to address these issues and a memorandum will follow the meeting.
5. After ninety (90) days at the final evaluation meeting, the supervisor shall inform the employee whether or not performance has been satisfactory. If performance has not improved satisfactorily, dismissal shall be considered.
6. Although it is expected that an employee will make reasonable efforts to improve and will receive the full remediation period to do so, if an employee does not make reasonable efforts to improve or demonstrates substantial misconduct or other substantial deficiencies, the remediation period may be terminated early. It is expected that both the employee and the supervisor will make reasonable

efforts to communicate with each other throughout the remediation process regarding the employee's progress and expectations thereof.

If remediation is successfully completed and the employee exhibits the same deficiencies within two (2) calendar years of the completion of the remediation process, no further remediation will be required and dismissal will be recommended without the need for further remediation

ARTICLE VI ABSENCES AND LEAVES

A. EMERGENCY ABSENCE

Emergency absences are outlined in the *Evanston Township High School Policy Manual*.

B. SICK LEAVE

Employees shall receive twelve (12) paid sick leave days per year, which shall accumulate from year to year to a maximum of two hundred and forty (240) days, and shall only be taken in the event of personal illness, or serious illness or death within the immediate family, as defined by the School Code. Sick leave can be taken in one-half (1/2) day increments. Active employees accrue sick time as it is earned (1 day per month between July and June) instead of receiving benefit time in one lump sum. Employees in their first year of employment will only be able to use what they have earned, thus no borrowing of sick time. All other active employees will be able to borrow unearned sick time up to a maximum of 3 days. Sick time will not accrue for employees on a personal, unpaid leave of absence.

Upon completion of one year of service, all employees hired on a full-time basis shall be granted fifty (50) days of extended sick leave. Thereafter, each full-time employee shall receive four (4) days annually for extended sick leave to a maximum of 240 days. Employees who have attained one (1) year of service at the time that this contract is ratified shall automatically receive the 50 extended sick days.

An employee may elect to utilize extended sick leave commencing with the eleventh (11th) day of continuous illness or disability and/or after twenty (20) days.

Extended sick leave shall not be applicable to absence due to vasectomy, cosmetic surgery, or any other procedure which may be safely deferred until a vacation or recess period, provided the limitations of this subsection shall not be applicable to atypical complications which may arise from the foregoing.

Employees who have completed five (5) years of employment with the School District shall receive payment of their regular wages for fifty (50%) of their accumulated sick leave up to (240 days) upon retirement from the district. Retirement must be in accordance with all District and State regulations. Eligible employees under this section

shall have the option to receive this pay or retirement system credit in accordance with IMRF.

C. MILITARY LEAVE

Employees required to enter the military service shall be granted leaves of absence without pay or loss of seniority.

D. PERSONAL DAYS

1. Employees receive two (2) days of personal leave per year granted on July 1. Requests to utilize personal days must be submitted to the Director of Operations or his designee on an absence form five (5) days prior to use. Personal leave shall be utilized for matters which cannot be accomplished during the employee's working hours and may be used in half-day increments. Two (2) personal leave days may be carried over into the next school year to a maximum of four (4) personal leave days. Unused personal leave days shall be added to the employee's accumulated sick leave days at the end of the year in which they were earned. Ordinarily ETHS must approve in advance an employee's use of paid personal leave. However, where an occurrence after working hours makes it impracticable to obtain prior approval, the employee must seek approval as soon as is practicable under the circumstances. Such approval will not be unreasonably denied.

E. MATERNITY AND CHILD-REARING LEAVE

1. An employee shall be granted a maternity and child-rearing leave, at the discretion of the Board, subject to the following:
 - a. The employee shall advise the Superintendent or designee of the fact of pregnancy no later than the fourth month of pregnancy and shall provide a written statement from her physician indicating the expected date of delivery and his/her opinion that the employee may safely continue employment, including the performance of all regular duties.
 - b. Application for such leave shall be made in writing to the Superintendent or his designee at least ninety (90) calendar days prior to the anticipated birth of the child.
 - c. The employee and the Superintendent or his designee shall agree upon a plan for the commencement and termination of such leave. The employee, in consultation with her physician, will determine the date at which the maternity leave will begin. The leave shall not exceed the balance of the school year in which it is commenced and one additional school year. A notice of intention to return shall be included in the plan and communicated to the Superintendent or his designee no later than the last day of February of the school year before the intended return. Failure to provide such notification

shall be treated as the submission of a resignation from employment with the District.

- d. Employees may use up to twelve (12) weeks of accumulated sick leave from the date of birth for a paid maternity and child rearing absence. Any time away from work after twelve (12) weeks will be in an unpaid status. If a 12-week, paid leave is requested, the first six (6) weeks may be taken intermittently consistent with state law, but the additional six (6) weeks must be taken consecutively (i.e., a consecutive 6-week period)
 - e. Employees who have been employed by the District for at least twelve (12) months and have worked at least 1,250 hours may also request a leave under the provisions of the Family and Medical Leave Act (which is up to 12 weeks of unpaid leave).
- 2. An employee who shall adopt a child shall likewise qualify for maternity and child-rearing leave as hereinbefore set forth, except that the initial notice shall be given upon the approval of the application for adoption. It is recognized that adoptive procedures are often lengthy and the exact date of receipt of the child frequently cannot be accurately determined. However, for planning purposes, the employee must notify the Superintendent or his designee of the date the child is expected to be received and if the date changes, the employee must notify the Superintendent of the change. This change must be mutually agreeable to the Superintendent and the employee.
 - 3. An employee not desiring maternity or child rearing leave may utilize accumulated sick leave during the period of disability after the birth of her child. If such employee shall have exhausted accumulated sick leave, she shall be granted a leave of absence without pay during such period of disability. Any employee may utilize accumulated sick days for any period of disability related to her pregnancy.
 - 4. An employee shall be granted a paternity and child-rearing leave, at the discretion of the Board, subject to the following:
 - a) An employee who has fathered (paternity) a child shall be granted, upon written application to the Superintendent or his designee at least ninety (90) calendar days in advance of the birth of the child, a child-rearing leave of absence.
 - b) Employees may use up to twelve (12) weeks of accumulated sick leave for a paid maternity and child rearing absence. Any time away from work after twelve (12) weeks will be in an unpaid status. If a 12-week, paid leave is requested, the first six (6) weeks may be taken intermittently consistent with state law, but the additional six (6) weeks must be taken consecutively (i.e., a consecutive 6-week period). The employee and the Superintendent or his designee shall agree in advance upon a plan for such leave as provided in paragraph 1 of this section.

c) Employees who have been employed by the District for at least twelve (12) months and have worked at least 1,250 hours may also request a leave under the provisions of the Family and Medical Leave Act (which is up to 12 weeks of unpaid leave).

F. DISABILITY LEAVE

If an employee has exhausted all of his/her sick leave and is eligible for temporary disability benefits under IMRF, the employee shall be placed on disability leave. Disability leave will be terminated whenever an employee qualifies for permanent disability under the Illinois Municipal Retirement Fund.

G. UNION LEAVE

Up to three (3) days leave per year shall be granted to each of up to three (3) members of the Union Committee by applying to the Director of Operations. Such leave days may be used at the discretion of the Union and shall incur no loss of pay.

In the event an employee or employees are selected by the Union to perform Union business or attend Union meetings or institutes which necessitate a leave of absence, he/she/they shall be granted such leave of absence without loss of pay or benefits. The cost of substitutes, if necessary, shall be paid by the Union.

H. PERSONAL LEAVE

A leave of absence without pay may be granted to any non-probationary employee upon written application to the Human Resource Director stating the reason for the leave. To qualify for such leave of absence, the employee shall state his/her intention to return to the District. Leave shall be for 1-6 months.

I. FAMILY MEDICAL LEAVE ACT (FMLA)

Employees who have been employed by the District for at least twelve (12) months and have worked at least 1,250 hours may also request a leave under the provisions of the Family and Medical Leave Act (which is up to 12 weeks of unpaid leave).

ARTICLE VII HOLIDAYS

- A. Full time custodians and maintenance personnel will receive 16 paid holidays annually. At the beginning of each year, the holidays will be listed and distributed to employees accordingly.

NOTE: Floating holidays associated with another holiday (i.e., Christmas) may be designated during the week in which the school is partially closed.

- B. When these holidays fall on Saturday or Sunday, the previous day (Friday) or the following day (Monday), whichever is applicable, will be observed as a non-working day for those holidays listed above. If an employee's work schedule is Tuesday through Saturday, the holiday shall always be observed on Tuesday. If school is in session on both Friday and Monday, the Board shall designate an alternate date for its observance; this sentence shall not apply if such Friday or Monday preceding or following Martin Luther King Day, Yom Kippur or Casimir Pulaski Day is a teacher employment day. All holiday hours shall be counted as hours worked, except as this may contradict Paragraph F. below. For the purpose of this paragraph, a holiday is defined as the day designated by presidential proclamation and/or the day customarily observed by the ETHS community. The holiday shall commence at 12:00 AM (midnight) and end twenty-four (24) hours later at 11:59 PM.
- C. All personnel will receive holiday pay equal to the average number of hours worked per day during the pay period in which the holiday falls. This pay shall be computed at the regular straight-time rate. Averages shall be rounded off to the nearest one-half (1/2) hour amount.
- D. Employees ordered to report for work on a holiday because of an emergency, but who fail to report for and perform such work, shall not be entitled to any holiday pay unless the Director of Human Resources determines that their failure to report is because of a bona fide personal emergency.
- E. Employees who work on a holiday shall be paid at two and one-half (2-1/2) times their regular straight-time hourly rate for the hours actually worked. Such rate shall be in lieu of and not in addition to holiday pay for holidays not worked, except that when an employee works less than eight (8) hours on a holiday and is otherwise eligible for holiday pay, he shall receive the balance of his eight (8) hours of holiday pay for hours not worked.
- F. Whenever the employees covered by this Agreement are required to work on a day observed as a holiday, because the educational staff is working, the Director of Operations shall authorize holiday pay or provide for compensatory time off at a later date, at the employee's discretion, provided the date is approved by the School District. Compensatory time shall be defined as an equal number of hours off at a later date, but not to be considered as overtime in any way.
- G. An employee called and reporting for work on a holiday shall receive a minimum of one-half (1/2) the normal day's pay at double time, except as per Paragraph F. above.
- H. If other union employees are provided an unscheduled holiday, the same holiday will be provided for custodial/maintenance employees.

ARTICLE VIII VACATIONS

- A. Vacations may be taken at any time during the year, provided the Board may prescribe up to seven (7) calendar weeks during which no vacations shall be permitted, and provided

further that the Board may limit the number of employees on vacation at any one (1) time if it would seriously hamper the operation of the school. Employees shall submit their vacation request to the Director of Operations between July 1st and September 1st and at least thirty (30) days in advance of the desired vacation start date. In the case of conflicting requests, the employee(s) with the greatest amount of seniority shall be given first preference. Employees may thereafter modify their vacation schedule by submitting a written request to the Director of Operations at least thirty (30) days in advance of the desired vacation start date.

- B. The seven (7) weeks prescribed in Paragraph A. above encompass the two (2) weeks prior to fall school opening, the two (2) weeks of winter recess, the one (1) week of spring recess, and the two (2) weeks prior to school closing.
- C. Vacations must be taken during the year earned and cannot be carried over to the following year.
- D. A new employee shall not receive any vacation during the first year of employment. All other employees shall receive a number of vacation days according to the following schedule:
 - 1. Employees who have completed one-to-four (1-4) years of service shall receive ten (10) vacation days.
 - 2. Employees who have completed five-to-nine (5-9) years of service shall receive fifteen (15) vacation days.
 - 3. Employees who have completed ten-to-nineteen (10-19) years of service shall receive twenty (20) vacation days.
 - 4. Employees who have completed twenty (20) years of service shall receive twenty-five (25) vacation days.
- E. Full-time employees will be expected to report for work as usual, unless they are on sick leave, vacation, holiday, or a weekend. Whether or not school is in session has no affect on an employee's reporting for work.
- F. Upon separation, an employee will be paid for unused earned annual vacation.

ARTICLE IX HOURS

- A. The normal work week shall be from 12:01 AM Monday until 12:00 midnight on the following Sunday. The normally schedule work week shall be forty (40) hours, consisting of five (5) continuous eight (8) hour days from Monday through Friday inclusive. Employees who are regularly scheduled so that their work schedule regularly includes Saturday or Sunday or both days at regular time rate shall be paid a premium of thirty cents (.30) per hour for all hours worked. This forty (40) hour work week shall be

construed as a guaranteed work week. Overtime is to be assigned on a rotating basis from employees capable of performing the required work.

- B. All time worked over forty (40) hours in any work week shall be paid at time-and-one-half (1½). In addition to hours actually worked, the following shall be counted as hours "worked" for purposes of overtime: (a) holidays, (b) approved vacation, (c) approved bereavement, (d) approved personal days, and (d) approved jury duty. If an employee is absent due to illness and later in the workweek works overtime for snow removal or in response to an emergency call-in, the employee will be paid time and one-half for the additional non-scheduled hours.
- C. Employees reporting for work on their regular shift without having been properly notified that there will be no work shall receive a minimum of one-half (1/2) a normal day's pay at their regular rate. This does not apply to employees trading shifts for their own convenience. Notice of closing of school under standard announcement procedures shall be deemed proper notice. Radio announcement is standard procedure.
- D. Employees shall not be required to work overtime unless an emergency exists. Supervisors shall use only volunteers for overtime work unless this is not possible. The opportunity to work overtime will be distributed as equally as practicable among employees who indicate a desire to work overtime, provided the employees are qualified to perform the specific overtime work required. Overtime shall be posted in advance, except in cases of emergency, so that employees desiring to work overtime can be given an opportunity to indicate their preference(s). For purposes of this section, emergency overtime shall be defined as overtime work that could not reasonably have been scheduled at least eight hours in advance of the time the work in question must be performed. Whenever possible, emergency overtime shall be assigned to the qualified employee or employees who are present and available to work with preference given to the employee or employees who are highest on the overtime rotation list. Offered overtime not worked will be considered as worked for the purpose of determining future eligibility for overtime opportunities. If any employee who has expressed a desire to work overtime establishes that he has not received his fair share of overtime opportunities, such employee shall have first preference to future weekly overtime work until a reasonable balance is recreated.
- E. Employees shall be guaranteed at least four (4) hours work each time called to come to work. Bargaining unit members assigned to clean an absent member's section shall be required to spot clean classrooms and common areas at an acceptable quality level. No vacuuming or polishing will be required in that section unless overtime hours are assigned.
- F. Employees shall receive a thirty-minute (30) paid lunch per shift regardless of which shift they are on.

ARTICLE X WAGES

A. SCHEDULE A - WAGES

Appendix B, which is attached hereto and made a part of this Agreement, contains the schedule of bargaining unit wage rates according to job classifications.

B. SCHEDULE B – LONGEVITY

There shall be an allowance paid for longevity in accordance with Appendix C, which is attached to and made a part of this Agreement.

C. SCHEDULE C – SHIFT PREMIUM

A shift premium of **thirty cents (.30)** per hour shall be paid to those persons who work an entire eight (8) hour second shift (i.e. 3:30 p.m. – 11:30 p.m.).

In all cases, shift premiums shall be paid on the basis of actual hours worked in each of the above periods, provided that when an employee performs continuous work during more than one (1) of these periods, they shall receive shift a premium for total hours of continuous work based upon the shift premium applicable to the period in which the majority of such hours fall. In case hours of work fall equally into two (2) periods, the higher premium shall be paid for all hours worked.

D. SCHEDULE D - LICENSED WORKERS STIPEND

Any worker licensed for asbestos workers' removal, pesticide and/or any other special license that is required shall receive a thirty-five cent (.50) per hour increase on their base hourly wage.

Any employee who is required to carry a pager or cell phone during hours they are not working shall be compensated at \$25.00 per week.

ARTICLE XI INSURANCE AND FRINGE BENEFITS

The Board shall provide the following benefits for all full-time employees. Employees employed less than full-time, but at least 50% shall receive the benefits on a pro rata basis.

TERM LIFE INSURANCE

Term life insurance equal to one times the annual contract salary rounded to the nearest five hundred dollars (\$500.00).

GROUP HOSPITALIZATION AND MAJOR MEDICAL COVERAGE

1. The Board of Education and Staff will be responsible for paying health Insurance premium increases as follows:

- The Board will pay annual health insurance premium increases charged to the District up to a maximum of 2% per year of the total premiums
- The cost of annual health insurance premium increases in excess of 2% of the previous year's premium level will be split evenly (50%-50%) between the District and Staff.
- If premiums go below current deduction structure, the following will apply: 95% of the premium for individual HMO coverage and 90% of the premium for individual PPO coverage will be paid by the Board of Education. 70% of the premium for family coverage will be paid by the Board of Education for family coverage other than the Blue Cross Blue Shield PPO. With respect to Blue Cross Blue Shield Family PPO coverage, the Board of Education will pay 70% of the premium for those who participated in the PPO before December 31, 2001 and 50% of the premium for those after December 31, 2001.

To the extent permitted by the individual health plans, domestic partners shall be treated the same as spouses with respect to insurance coverage opportunities.

To the extent permissible by law, the District shall establish and maintain a comprehensive Section 125 plan that enables employees to deduct income, on a pre-tax basis, for benefits such as:

- a) Premiums for single or family coverage for medical, dental and other qualified insurances, to the extent that the Board does not pay such premiums;
- b) Reimbursement for out-of-pocket medical, dental and other health- related expense to the extent not covered by insurance and incurred by the employee, the employee's spouse and/or the employee's dependents;
- c) Reimbursement for qualified dependent care assistance (including both child care and elder care).

This plan shall comply with Section 125 and other applicable provisions of the Internal Revenue Code.

Any employee selecting single health coverage is also eligible to receive single dental coverage paid by the Board.

2. If an employee waives coverage in writing under any of the group hospitalization and major medical insurance plans/programs offered by the Board, the employee

shall be paid \$900 per school year (pro rata if less than a year). If necessary in order to implement this provision, a plan document will be prepared by the Board to comply with Section 125 and other applicable provisions of the Internal Revenue Code, as amended. The specific terms and conditions for participation in the Section 125 plan, if needed, shall be as specified in the plan document.

3. The election of benefits shall be made during the enrollment period established by the Board and shall be irrevocable for the balance of the school year; however, changes in the type of membership in the insurance program are permitted in accordance with the regulations of the group plan (i.e., for a qualifying change in status).
4. Employees who are employed for less than full-time but at least 50% of the time shall receive these benefits pro/rata.
5. Employees covered by this Agreement shall be eligible to participate in the Board's dental insurance program at their own expense, subject to the same terms and conditions, which are applicable to Board employees generally, including any changes or modifications, which may be made from time to time.

The above provisions relative to life insurance and group hospitalization and major medical coverage shall be applicable through December 31 of each year.

LIABILITY INSURANCE

The Board will provide liability insurance against any loss of employees by reason of death or bodily injury and property damage claims and suits. This also includes defense thereof, when damages are sought for negligent or wrongful acts allegedly committed during the scope of employment or under direction of the Board of Education.

CHANGE IN INSURANCE COMPANIES

Any change in insuring companies or changes in coverage as negotiated by the Teachers' Council shall be part of this contract and notice given to the Union within a week of the final passage by the Board.

INSURANCE COMMITTEE

The Union will have representation on the District Insurance Committee.

WORKERS COMPENSATION

1. All school employees are protected under the Worker's Compensation Act in cases of injury or death incurred in line with the usual duties required of the school employee, as provided in his/her contract or other condition of employment.

2. If an employee, through no negligence of his/her own, suffers an accident or illness resulting from his/her assigned duties in school or in extracurricular activities under the direction of the Board of Education, the Board shall recompense the employee the difference between the amount paid by Worker's Compensation (66 & 2/3) and the amount of full compensation during the first thirty (30) calendar days, and no sick leave shall be charged. Worker's Compensation will pick up after 30-calendar days and in no event shall a Bargaining Unit Employee's total compensation, net taxes, under worker's compensation exceed what would have been earned absent the injury.

E. INSURANCE FOR EMPLOYEES ON LEAVE

1. Insurance for employees on unpaid leave of absence will terminate at the end of the calendar month in which the leave commences, provided if a leave commences at the beginning of a school term, the insurance shall terminate on the preceding June 30th.
2. If permitted by the insurance carrier, the employee on leave of absence may continue such insurance in full force and effect by the timely advance payment of all premiums to the Human Resource Office. In such event, the Board shall reinstate all benefits hereunder upon the resumption of employment, or upon July 1st of the calendar year in which leave terminates, whichever shall first occur, provided notice of intention to return to employment has been given as provided in Article VII of this Agreement.
3. If the employee on leave has not continued such insurance during the period of the leave, the Board shall reinstate all benefits hereunder upon the resumption of employment, or as provided in the preceding subparagraph, or as soon as the insurance carrier shall permit, whichever shall first occur.

F. ANNUITIES

Full-time employees of the School District may purchase tax sheltered annuities. The Chief Financial Officer shall withhold and deposit funds in the amount and with a company selected by the employee. Additional companies may be proposed in July of each year.

G. ONE TIME PERFORMANCE STIPEND

The Board shall set aside not more than an aggregate of \$1,500 for disbursement as one-time stipend(s) to employee(s) who on their own initiative outside their normal duties and responsibilities have made suggestions which have resulted or will result in demonstrable savings and/or benefits to the District. Applications for consideration for such a stipend shall be submitted in writing by the date established by the Board. The decisions of the Board on whether or not to grant a stipend and, if so, the amount of said stipend shall be final and binding and shall not be subject to the grievance and arbitration procedure. Any

stipend awarded to an employee shall be a one-time amount and shall not be made a part of the employee's base salary for any such purpose.

H. EMPLOYEE DEVELOPMENT PROGRAM

The Board of Education recognizes the need to provide Employees with in-service educational programs that will enhance the Employees' job performance and development. Employees shall be offered the opportunity to attend in-service programs, which will improve and/or enhance the Employees' performance. Further, the Board shall encourage employees to take classes, which are job-related and taught at E.T.H.S. through Oakton Community College. Fees for such classes shall be waived.

In efforts to encourage professional growth, the Board will provide \$600 for tuition reimbursement each fiscal year. Class work must be related to their job category and/or toward gaining an education degree. All classes must be pre-approved by the Administration and tuition reimbursement will be paid upon receipt of official grade transcripts and a copy of tuition payment is received by the district. Employee must obtain a grade of C or higher to receive reimbursement.

ARTICLE XII OTHER CONDITIONS OF EMPLOYMENT

- A.** The School District will provide for a clearly designated area on existing bulletin boards in each department. The use of this space is restricted to non-controversial matters such as notices of meetings or announcements concerning Union activities.
- B.** The Union may have the right to conduct Union elections at school, providing prior arrangements are made in accordance with the building use policy of the School District. For such purposes, the Union shall be considered a school-related activity.
- C.** Employees who are elected to a political office in the municipal, county, state, or federal government, or are appointed to public office, will be granted a leave of absence without pay and without loss of seniority, but will not accumulate seniority. However, such leave must be renewed by notification to the School District at the conclusion of each term of office and prior to commencing another term of office.
- D.** In the event that the International Union should affiliate with another labor organization before the termination of this Agreement, such other labor organization will then be recognized as the exclusive bargaining agency to the extent permitted by law. Any labor agreement then in effect shall continue in effect for the period of the Agreement stated herein.
- E.** Supervisors who are directly supervising the work of members of this bargaining unit shall not perform work which would directly result in a member of the bargaining unit not being able to perform his/her scheduled duties and thereby losing income.
- F.** Employees who have completed five (5) years of employment with the School District shall receive payment of their regular wages for fifty percent (50%) of their accumulated

sick leave (up to 240 days) upon retirement from the District. Retirement must be in accordance with all District 202 and State regulations.

- G. Employees shall not be required to search for explosive devices.
- H. Wherever masculine gender is used, it shall be deemed to include the feminine gender.
- I. Employees requiring special shoes to accommodate special circumstances (work) will be allowed to purchase shoes from a provided shoe distributor up to \$200 as long as the shoe conforms to the district's safety shoe standard. Safety shoes are required to be worn by all custodians and maintenance staff in an effort to prevent foot injuries. This requirement is designed to comply with OSHA codes, 29 cfr 1910.132 and .136. The selection of safety shoes shall be in accordance with ansi z41 (1991).
- J. Winter clothing/cold or wet weather gear (rain jackets, snow jackets, gloves, wader boots, snow suits) shall be purchased by the district for anyone required to work in inclement weather as part of their job description and/or regular job duties. This shall be purchased by the employer upon ratification of the contract, and as they are worn or damaged the items shall be replaced as needed.
- K. Emergency closing – In the event of an emergency closing due to inclement weather, and it's been determined that educational staff will not report for work, and due to the operational needs of the District, some custodial-maintenance staff may be required to report to work. In this event, they will elect to be either paid at double time OR bank an additional comp day equal to two hours of work for every hour performed that day, to be used at a later date. This comp day will be submitted for use according to the policy and procedures of using personal leave.

ARTICLE XIII COMPLETE AGREEMENT

This Agreement supersedes and cancels all previous agreements between the School District and the Union, constitutes the entire agreement between the parties, and concludes collective bargaining for its term. The School District and the Union for the life of this Agreement, each voluntarily and unqualifiedly waive any right which might otherwise exist under law to negotiate over any matter during the term of this Agreement; and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement unless mutually agreed upon.

ARTICLE XIV RIGHTS OF THE BOARD

The Board retains and reserves unto itself all powers, rights, functions, authority, duties, and responsibilities conferred upon and vested in it by the statutes and court decisions of the State of

Illinois which are not specifically limited by the express language of this Agreement, provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement.

Except as limited by the specific provisions of this Agreement, the Board retains and reserves the right and responsibility for the proper management of the District in all of its various aspects, including, but not limited to, the responsibility for the right to maintain executive management and administrative control of the District and its properties and facilities and the activities of its employees; to direct, supervise, and place members of the custodial staff, and to determine whether or not custodians should be placed in continued service; to determine scheduling of duties; to establish rules and regulations, and to revise, modify, or delete rules and regulations from time to time.

Nothing contained in this Agreement shall deny or restrict the Board of its rights, responsibilities, and authority under the *School Code of Illinois* or any other national, state, county, district, or local laws or regulations as they pertain to education.

The Board reserves the right to hire, promote, discipline, demote, suspend and discharge for just cause.

ARTICLE XV NON-INTERRUPTION OF WORK

During the term of this Agreement, neither the Union nor any employee covered by this Agreement shall instigate, promote or participate in any strike, sympathy strike or other concerted stoppage of work. The Union shall not be held responsible for actions of individual employees in which it has not participated, instigated or promoted.

**ARTICLE XV
NON-INTERRUPTION OF WORK**

During the term of this Agreement, neither the Union nor any employee covered by this Agreement shall instigate, promote or participate in any strike, sympathy strike or other concerted stoppage of work. The Union shall not be held responsible for actions of individual employees in which it has not participated, instigated or promoted.

**ARTICLE XVI
DURATION**

This Agreement shall be effective upon the date of its execution, This Agreement shall continue in effect through June 30, 2027, except as otherwise specifically provided for herein.

IN WITNESS WHEREOF, the duly authorized representative(s) of both parties affix their signatures at Evanston, Illinois, this 13th day of June 2022.

Board of Education
Evanston Township High School
District 202, Cook County
Evanston, Illinois


By: 
President, Board of Education

Negotiations Committee
Service Employees International Union
Local No. 73
300 S. Ashland Ave., Suite 400
Chicago, IL 60607

By: 
Union Representative, Local No. 73


Secretary-Treasurer

WITNESS:


Secretary, Board of Education

Dated: _____

Dated: 6-13-22

APPENDIX A CLASSIFICATIONS

A. FACILITIES LEAD

An employee who directs the work of other custodians assigned to him, and determines if work is completed satisfactorily, and also performs cleaning tasks as directed by the Assistant Director of Operations or designee. Leads may recommend discipline and provide input into evaluations of the custodians under their direction. This employee is responsible for planning and implementation of tasks as directed by the Assistant Director of Operations or designee. There shall be positions for Gym Lead, Day Shift Lead, Evening Shift Lead, Maintenance Lead, and Grounds Lead.

B. GYM/POOL/GROUNDS CUSTODIAN

An employee who performs tasks assigned by the Facilities Lead Man or the Assistant Director of Operations/designee.

C. CUSTODIAN

An employee who performs cleaning tasks as directed by the Facilities Lead Man or the Assistant Director of Operations/designee.

D. GROUNDSMAN

An employee who does grounds keeping chores as directed by the Facilities Lead Man or Assistant Director of Operations/designee. These chores include operating mowers, tractors, and other grounds keeping power equipment as directed by the Facilities Lead Man or Assistant Director of Operations. He also performs other grounds and building tasks as directed.

E. LEAD MAINTENANCE

An employee who directs the work of the other maintenance men and determines if work is completed satisfactorily, and also performs maintenance tasks as directed by the Director of Operations/designee. He may discipline other maintenance employees and provide input into evaluations. This employee supervises work of contractors working in the building doing work in his discipline.

F. SKILLED MAINTENANCE

A journeyman carpenter employee who can perform finished carpentry construction and make repairs requiring skills in the building trades (carpentry, glazing, masonry, door closers, etc.) as directed by the Lead Maintenance employee.

APPENDIX B – WAGES AND LONGEVITY

**2022-2023 to 2026-2027
LOCAL 73 SALARY INCREASES**

2022-2023*	2023-2024	2024-2025	2025-2026	2026-2027
\$3.75	\$1.00	\$1.00	\$1.00	\$1.00

LOCAL 73 BASE HOURLY PAY

Position	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
Custodian	\$18.00	\$19.00	\$20.00	\$21.00	\$22.00
Maintenance	\$25.57	\$26.57	\$27.57	\$28.57	\$29.57
Pool/Gym	\$20.91	\$21.91	\$22.91	\$23.91	\$24.91

LONGEVITY ALLOWANCE FOR ALL EMPLOYEES

Years of Service	Years of Contract 2022-2027
5	.20
10	.35
15	.50
20	.85
25	1.00
30	1.25