

**LABOR CONTRACT
AND
WORKING AGREEMENT**

Between

**The Board of Education
School District No. 140,
Cook County, Illinois**

and

**Service Employees
International Union,
Local 73**

2020-2025

TABLE OF CONTENTS

INTRODUCTION AND PREAMBLE	1
ARTICLE I: RECOGNITION.....	1
ARTICLE II: UNION AND BOARD RIGHTS AND RESPONSIBILITIES.....	1
II-1 DUES DEDUCTION	1
II-2 NON-DISCRIMINATION CLAUSE	2
II-3 MANAGEMENT RIGHTS	2
II-4 NO STRIKE OR LOCKOUT.....	3
ARTICLE III: GRIEVANCE PROCEDURES	3
III-1 DEFINITIONS	3
III-2 STEP 1.....	4
III-3 STEP 2.....	4
III-4 STEP 3.....	4
III-5 STEP 4.....	5
III-6 BYPASS	6
III-7 WITHDRAWAL	6
III-8 MODIFICATION OF TIME LIMITS	6
III-9 RIGHT TO UNION REPRESENTATION	6
ARTICLE IV: WORKING CONDITIONS	6
IV-1 SENIORITY LIST	6
IV-2 SENIORITY DEFINITION.....	7
IV-3 VACANCIES.....	7
IV-4 PART-TIME TWELVE (12) MONTH WORK YEAR.....	7
IV-5 PART-TIME TEN (10) MONTH WORK YEAR	7
IV-6 PROBATION	8
IV-7 CONTINUATION OF EMPLOYMENT.....	8
IV-8 WORK RULES	8
IV-9 PURCHASING.....	8
IV – 10 NO SUBSTITUTES	8

IV-11	WORK SHIFTS AND ASSIGNMENTS / TIME KEEPING	9
IV-12	LUNCH AND BREAKS	9
ARTICLE V: PAID HOLIDAYS.....		10
V-1	PAID LEGAL SCHOOL HOLIDAYS	10
V-2	PAID BOARD-APPROVED SCHOOL HOLIDAYS.....	10
V-3	EXCEPTIONS	10
ARTICLE VI: LEAVES.....		11
VI-1	SICK LEAVE	11
VI-2	PERSONAL/BUSINESS LEAVE	11
ARTICLE VII: MEDICAL/HEALTH INSURANCE		12
VII-1	INDIVIDUAL PLAN	12
VII-2	FAMILY COVERAGE	12
VII-3	intentionally left blank	12
VII-4	CHANGE IN COVERAGE.....	12
VII-5	DENTAL INSURANCE	13
VII-6	VISION INSURANCE.....	13
VII-7	SALARY REDIRECT	14
ARTICLE VIII: VACATIONS.....		14
ARTICLE IX: COMPENSATION		15
IX-1	OVERTIME	15
ARTICLE X: RETIREMENT		16
X-1	COMPENSATION FOR UNUSED SICK LEAVE	16
X-2	INDIVIDUAL HEALTH INSURANCE COVERAGE.....	16
X-3	RETIREMENT INCENTIVE	16
ARTICLE XI: NO CONTRACTING OUT		17
ARTICLE XII: DURATION		18
APPENDIX A – WORK RULES		1

INTRODUCTION AND PREAMBLE

This Agreement made and entered into effective the 1st day of July, 2020, by and between the BOARD OF EDUCATION, SCHOOL DISTRICT NO. 140, Tinley Park, Cook County, Illinois, hereinafter referred to as the "BOARD" and the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 73, hereinafter referred to as the "UNION".

The Parties agree as follows:

ARTICLE I: RECOGNITION

The BOARD recognizes the UNION as the exclusive collective bargaining representative for all full-time custodial employees, excluding supervisors.

ARTICLE II: UNION AND BOARD RIGHTS AND RESPONSIBILITIES

II-1 DUES DEDUCTION

a. No employee shall be required to join the UNION as a condition of employment. However, during the term of this Agreement, the BOARD agrees to deduct UNION dues from the pay of those employees who are UNION members covered by this Agreement and who individually, on a form provided by the UNION, request in writing that such deductions be made. The UNION will provide the form for the BOARD to provide to employees. The UNION shall certify the current amount of deductions. The BOARD shall honor employees' individually authorized deduction forms, and shall make such deductions in the amounts certified by the UNION for UNION dues, assessments or fees.

b. The UNION shall indemnify, defend, and hold harmless the BOARD, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability or loss including, but not limited to, damages, attorneys' fees, and costs that shall arise out of or by reason of action taken by the BOARD for

the purpose of complying with the above provisions of this clause, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

II-2 NON-DISCRIMINATION CLAUSE

a. The BOARD will not impose reprisals on members of the bargaining unit or discriminate against them by reason of their exercising the rights provided by the Agreement.

b. The UNION also agrees to admit to the membership, to represent and to treat fairly all employees in the bargaining unit regardless of race, religion, color, sex, age, political affiliation, marital status, sexual orientation, national origin and membership or non-membership in any other employee organization.

II-3 MANAGEMENT RIGHTS

a. The UNION recognizes that the BOARD has full authority and responsibility under the laws of the State of Illinois for making decisions as to the employment, dismissal, assignment, transfer, or execution of policy.

b. The BOARD and the UNION recognize, understand, and agree that the BOARD cannot enter into any agreement that impairs the authority vested in the BOARD by law, and that the provisions of any collective bargaining agreement negotiated by the BOARD with the UNION cannot conflict with the provisions of the Constitution of the United States or the Constitution of the State of Illinois, the United States Code, the Illinois School Code, and other pertinent statutes of the State of Illinois, the decisions of the courts of the United States and the State of Illinois, the rules, regulations, and legal opinions of the Attorney General of the State of Illinois, and must be consistent with the best interests of the students and taxpayers of School District 140.

c. The UNION recognizes that in the operation of the schools, the BOARD is

governed by the policies, regulations, and criteria for the approval, recognition, and accrediting of schools promulgated by the State Superintendent of Education of the State of Illinois, the Cook County Superintendent of Schools, the North Central Association, and federal agencies whenever and wherever applicable.

d. The UNION recognizes the BOARD'S right to direct the operation of the schools and the BOARD'S right to delegate to its administrators the assignment, promotion, and transfer of all personnel consistent with the terms of this Agreement, as well as the formulation and execution of educational policy.

e. Although the BOARD at all times exercise its exclusive authority, as granted and required by law, to establish policy in all matters relative to the conduct of the affairs of School District 140, it assures the right of all members of the bargaining unit constructively to contribute their ideas on appropriate matters.

II-4 NO STRIKE OR LOCKOUT

a. The UNION agrees not to strike, not to engage in any boycotts or work stoppages, and not to picket in any manner which would tend to disrupt the operations of any public school in School District 140 or the administrative offices of the Board of Education of School District 140.

b. The BOARD shall not engage in any lockout of employees represented by the UNION during the term of this Agreement.

ARTICLE III: GRIEVANCE PROCEDURES

III-1 DEFINITIONS

a. A grievance is a written complaint that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement. No grievance shall

be processed or entertained unless it is filed in writing in accord with Step 1 within ten (10) days of its occurrence or knowledge of the occurrence.

b. Except where otherwise specifically stated in this Article, the word "day" when used herein shall mean school day except that between the end of a school term in June and the beginning of the next school term, "day" shall mean days when the District's main office is open.

c. Informal Complaint: A sincere attempt should be made to resolve any concerns by oral interview between the employee, immediate supervisor and/or the appropriate administrator before differences become formalized as Grievances.

III-2 STEP 1

The grievant, with or without UNION representation, shall file a written grievance with the employee's immediate administrator within ten (10) days of the occurrence of the event giving rise to the grievance or knowledge of the occurrence. The administrator will then attempt to adjust the matter and shall respond in writing to the employee and the UNION representative, if one was present, within five (5) working days after receipt of the written grievance.

III-3 STEP 2

In the event that the grievance has not been satisfactorily resolved at Step 1, the grievant and/or the UNION representative shall within five (5) working days after the Step 1 decision was due, present the grievance to the Superintendent. The Superintendent or his/her designee shall respond, in writing, to the grievant and the UNION representative, if one was present, within five (5) working days of receipt of the grievance.

III-4 STEP 3

If the grievance cannot be settled at Step 2, the grievance shall be submitted to the BOARD within five (5) working days after the Step 2 response was due. The BOARD may

consider the grievance at its next regularly scheduled meeting and it may continue the matter for a hearing to a later date, not to exceed thirty (30) calendar days from the date it received the grievance. The BOARD shall respond in writing to the grievant and the UNION representative, if one was present, within five (5) working days after the last meeting of the BOARD at which the grievance was considered.

III-5 STEP 4

If the grievance is not settled in accordance with the foregoing procedure, the UNION may refer the grievance to arbitration within thirty (30) working days after the Step 3 decision was due. The parties shall attempt to agree upon an arbitrator. In the event the parties are unable to agree upon an arbitrator within five (5) working days of the date of referral, the parties shall request a panel of seven (7) arbitrators from the Federal Mediation Conciliation Service. Each party shall alternately strike one (1) arbitrator from the panel, with the Union striking first, and the remaining person shall be the arbitrator. Either party may strike one (1) panel in its entirety before any individual striking is done. The arbitrator shall not have the right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issue submitted to him/her in writing and shall have no authority to make a recommendation on any other issue not so submitted to him/her. The arbitrator shall make no decision that is in contradiction with the authority vested in the BOARD by law and the Illinois School Code, or other pertinent statutes of the United States and the State of Illinois as well as decisions of the courts of the United States and State of Illinois. The arbitrator shall be requested to submit in writing his/her decision within thirty (30) working days following the close of the hearing or the submission of briefs by the parties, whichever is later. The decision shall be based only upon the arbitrator's interpretation of the meaning or application of the terms

of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding. The fees and expenses of the arbitrator shall be divided equally between the UNION and the BOARD. All other expenses shall be borne by the party incurring them and each party shall be responsible for compensating its own representatives or witnesses.

III-6 BYPASS

If the UNION and the Superintendent agree, a written grievance may bypass Step 1 and be brought directly at Step 2.

III-7 WITHDRAWAL

A grievance may be withdrawn at any step without precedent.

III-8 MODIFICATION OF TIME LIMITS

Any time limit provided for herein may be modified only by the mutual agreement of the UNION and the Superintendent.

III-9 RIGHT TO UNION REPRESENTATION

Nothing contained in this grievance procedure shall preclude an employee from processing a grievance without the assistance of the UNION, except that the terms of the settlement of any such grievance shall not be inconsistent with the terms of this Agreement, and the BOARD shall advise the UNION settlement of any such grievance reaching Step 2 if a UNION representative was not present.

ARTICLE IV: WORKING CONDITIONS

IV-1 SENIORITY LIST

The BOARD shall provide the UNION reasonable access to and information about employees in accordance with the requirements of the Illinois Educational Labor Relations Act. This access shall at all times be conducted in a manner so as not to impede normal operations.

Within 10 calendar days from the beginning of every school term and every thirty (30) calendar days thereafter in the school term, the BOARD shall provide, in an Excel file or other editable digital file format, the name, job title, worksite location, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the BOARD, date of hire, work email address, and any personal email address on file with the BOARD, of each employee in the bargaining unit; and, within 10 calendar days from the date of hire of a bargaining unit employee, the employee's name, job title, worksite location, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the employer, date of hire, work email address, and any personal email address on file with the employer.

IV-2 SENIORITY DEFINITION

Seniority shall be defined as the length of continuous service as a bargaining unit employee in School District 140. If length of service is the same, date of employment by BOARD action will be the determining factor.

IV-3 VACANCIES

The BOARD shall determine, in its sole discretion, whether any vacancy exists and whether to fill any such vacancy and with whom.

IV-4 PART-TIME TWELVE (12) MONTH WORK YEAR

Regular (permanent) part-time custodial employees (4-hour shift) shall be entitled to the applicable pro-rated wages and sick leave, holidays, business days, and vacation benefits of regular (permanent) full-time custodial employees.

IV-5 PART-TIME TEN (10) MONTH WORK YEAR

Regular (permanent) part-time custodial employees (4-hour shift) shall be entitled to the applicable pro-rated wages and sick leave, holidays, and business days of regular (permanent)

full-time custodial employees.

IV-6 PROBATION

a. All new employees shall be hired on a probationary basis for one (1) calendar year. Beginning with the first day of employment, sick leave, personal/business days, holidays, medical/dental annuity benefits are effective. This is also the time that either union dues or fair share begins. All employees participate in the Federal Government's Social Security System and Illinois Municipal Retirement Fund.

b. Probationary employees may be dismissed for any reason without respect to seniority and no grievance can be filed for such action. Non-probationary employees can be dismissed for just cause.

c. The BOARD agrees that it shall not dismiss and rehire employees for the sole purpose of maintaining an employee on probationary status.

IV-7 CONTINUATION OF EMPLOYMENT

Continuing employment will depend upon satisfactory evaluations of work performance. In the event of any layoff/reduction in personnel, the reduction shall be in accordance with the provisions of the School Code, Section 10-23.5.

IV-8 WORK RULES

The parties agree to the work rules attached hereto as EXHIBIT A.

IV-9 PURCHASING

No employee covered by this Agreement is allowed to purchase any item on behalf of or for the District without the prior written consent of the Director of Building and Grounds.

IV - 10 NO SUBSTITUTES

The BOARD reserves the right in its sole discretion to determine whether or not to use

substitute employees when any bargaining unit member is absent from work. Whenever one or more employees is absent for any reason, the BOARD may call in one or more substitute employees or may require that all required work will be completed by the remaining employees.

Discipline or dismissal for failure to complete assigned tasks shall be based on just cause. The BOARD reserves the right to assign employees from building to building and to assign employees to any work location deemed necessary to complete required tasks.

IV-11 WORK SHIFTS AND ASSIGNMENTS / TIME KEEPING

The BOARD has complete authority to determine and from time to time to change the work shift(s) and/or work assignment(s) for any or all employees at any time in its sole discretion and as it determines necessary. Without waiving this authority, the Board agrees that it will not involuntarily assign day shift custodians to the night work crews during the summer of 2016, and further agrees that it will meet and discuss the possible assignment of day shift custodians to the night work crews prior to making such assignments for subsequent summers during the term of this Agreement. The BOARD may, in its discretion, install time clocks or other time keeping devices or systems and all employees shall be required to comply with any procedures or rules implemented by the BOARD in accordance with same.

IV-12 LUNCH AND BREAKS

Each employee shall receive one (1) fifteen (15) minute break during the first four (4) hours of work and a second fifteen (15) minute break if he/she works more than six (6) hours in a day. Break times shall be scheduled at the discretion of the supervisor. An unpaid duty-free lunch period shall be provided to all bargaining unit employees who are scheduled to work at least seven and one half (7.5) hours in a day. The lunch period shall be scheduled at the discretion of the supervisor. Each employee must be at their assigned work site at the beginning

and at the end of each break and lunch period. Breaks and lunches may be combined only with the advance approval of the supervisor. An employee who does not take a lunch or break may not leave early except with the advance approval of the supervisor.

ARTICLE V: PAID HOLIDAYS

V-1 PAID LEGAL SCHOOL HOLIDAYS

Custodial personnel shall be compensated for the following legal school holidays provided school is not in session.

1. Labor Day
2. Columbus Day
3. Veteran's Day
4. Thanksgiving Day
5. Christmas Day
6. New Year's Day
7. Martin Luther King's Birthday
8. Lincoln's Birthday
9. Casimir Pulaski Day
10. Memorial Day
11. Independence Day

Other days declared to be school holidays by the Board of Education for school staff.

V-2 PAID BOARD-APPROVED SCHOOL HOLIDAYS

In addition to the paid legal school holidays as listed in Article V, Section V-1, custodial personnel will also be compensated for the following BOARD-approved school holidays:

- a. Day following Thanksgiving
- b. Christmas Eve
- c. New Year's Eve

V-3 EXCEPTIONS

When paid holidays fall on a Saturday or Sunday, then the preceding Friday or the following Monday will be observed as a paid holiday only if school is not in session. In the event the BOARD removes any of the above designated holidays from the school calendar,

bargaining unit employees may, in the discretion of the Superintendent, be granted one floating holiday for any designated holiday so removed. If such floating holidays are granted, they can be scheduled only with management approval and at least two (2) weeks in advance.

ARTICLE VI: LEAVES

VI-1 SICK LEAVE

a. Absence for personal illness, quarantine at home, serious illnesses or death in the immediate family shall be allowed with full pay, not exceeding twelve (12) working days for full-time employees employed on a year-round basis and twelve (12) four-hour working days for part-time employees employed on a year-round basis in any one school year from July 1st to June 30th. Unused sick leave shall have unlimited accumulation. For purposes of this section, "immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

b. In all absences under this Section, exceeding two (2) consecutive working days, or as the Employer may deem necessary in other cases, the employee may be required to file a physician's certificate with the Superintendent or designee as a condition to the use of paid sick leave.

c. If the District at any time feels an employee has abused sick leave, the District may require a physician's note. The District and the UNION shall work together with the employee who is abusing sick leave to help correct the problem. The UNION will cooperate with the District in every way to resolve sick leave abuse.

VI-2 PERSONAL/BUSINESS LEAVE

Each employee may be entitled to up to three (3) emergency or personal business leave days per year, subject to approval of the Superintendent. The employee shall apply to the

Superintendent in writing stating the explanation for use of such leave at least two (2) days prior to its use or as soon as practical. Personal/business leave days shall not be allowed or taken before or after a holiday, with the exception of a bona fide emergency or religious holiday. Any unused personal/business leave days will accumulate to sick leave.

ARTICLE VII: MEDICAL/HEALTH INSURANCE

VII-1 INDIVIDUAL PLAN

Employees may elect to participate in the District's group health insurance plan as it may exist from time to time. Any such participation shall be only as permitted by the District's insurance carrier and in accord with the carrier's requirements. The BOARD will contribute 90% of the cost of the single HMO insurance premium for each eligible employee carrying individual coverage.

VII-2 FAMILY COVERAGE

Employees may elect to participate in the District's group health insurance plan as it may exist from time to time. Any such participation shall be only as permitted by the District's insurance carrier and in accord with the carrier's requirements. The BOARD will pay 70% of the cost of the HMO family insurance premium for each eligible employee carrying family coverage. The employee shall pay the remaining cost of the HMO family insurance premium. If PPO health insurance is chosen by the employee, the BOARD will contribute toward the cost in the same amount as it contributes for those selecting the HMO.

VII-3 INTENTIONALLY LEFT BLANK

VII-4 CHANGE IN COVERAGE

Each contract year, during the open enrollment period, all bargaining unit members must notify the Superintendent's office in writing as to whether they wish to participate in either single

or dependent medical/health benefits. Any employee who fails to give this notice shall be deemed to have selected to continue participation as the employee had during the preceding contract year. Any bargaining unit member employed after September 1 during any school term, shall have five (5) days from the date of commencement of work to make a benefit selection. Any employee who, during the school year, wishes to change from single to dependent medical/health benefits may do so provided, however, that any additional expense resulting from the change is paid by the individual employee until the next contract year at which time the employee shall participate on the same basis as all other employees in the group. However, if an employee, due to marriage, birth or adoption of a child, death in the employee's immediate family, divorce, or the involuntary lay-off of a spouse, needs to obtain single or family coverage, such employee may enter the appropriate group and participate on the same basis as that already in that group. The Union shall have the right to name two (2) representatives to the District's insurance review committee.

VII-5 DENTAL INSURANCE

Employees may elect to participate in the District's group dental insurance plan as it may exist from time to time. Any such participation shall be only permitted by the District's insurance carrier and in accord with the carrier's requirements. The BOARD will pay 100% of the individual premium. Employees who choose not to take the dental insurance shall be provided the option of having that dental premium go toward their health insurance premium.

VII-6 VISION INSURANCE

The District 140 Board will pay 100% of the cost of monthly premiums for vision insurance for employees who elect to participate in the plan selected by the District. Dependent coverage will be at full cost to the employee.

VII-7 SALARY REDIRECT

The BOARD will take such action as is necessary to allow for the payment of employee contributions toward health and dental insurance to be made by salary reductions so that those contributions may be exempt from federal income tax so long as such is permitted by applicable law.

ARTICLE VIII: VACATIONS

Custodial vacations may be scheduled throughout the contract year except for the week prior to school upon approval of the supervisor of custodians prior to the beginning of the contract year. Vacations must be approved by the supervisor of custodians with priority given for the continuation of current programs, arrangement of summer projects, and the ability to open school in a safe, clean environment. Scheduling of vacation shall be based upon seniority. Any unused earned vacation will be forfeited if not taken in the contract year immediately following the year in which the vacation is earned. Payment for earned but unused vacation time at termination of employment, if any, shall be made in a manner which will not result in any accelerated payment or other penalty being assessed by IMRF.

Employees who have been in active service at a regular salary for a period of twelve (12) months shall be entitled to one (1) week with full salary. Employees who have been in active service at a regular salary for a period of two (2) to five (5) years shall be entitled to a vacation of two (2) weeks with full salary; and after five (5) years, shall be entitled to a vacation of three (3) full weeks with full salary. One day additional shall be granted for each succeeding year after five (5) years, to a maximum of five (5) extra days reached after ten (10) years. Those employees who have not completed a full year of continuous service during the first year of their employment on or prior to June 30, will have vacation pro-rated. Decisions regarding vacations

shall be reviewed by the the supervisor of custodians, with the final decision resting with the Superintendent or designee.

ARTICLE IX: COMPENSATION

Starting wages for the term of this Agreement shall be as follows:

	2020-21	2021-22	2022-23	2023-24	2024-25
PT/FT/Sub	\$15.00	\$15.23	\$15.45	\$15.69	\$15.92
Leads	\$17.50	\$17.76	\$18.03	\$18.30	\$18.57

In each year of this Agreement, each employee shall receive either the starting wage for their job class for that year or a two percent (2.0%) wage increase, whichever is greater. Each such increase shall be effective July 1 of the respective contract year.

IX-1 OVERTIME

a. Prior approval for overtime pay for emergency conditions or special projects must be granted by the Superintendent or his designee. A record of overtime is to be kept by the Supervisor of Custodians and processed through the building administrator to the Business Office by the last day of each pay period. The immediate supervisor shall be responsible for securing overtime.

b. All hours actually (on the job at work) worked in one (1) week in excess of forty (40) hours shall be at time and one-half of the regular hourly rate of pay. Holidays, approved bereavement leave, and approved jury duty leave will count as actual work hours.

c. In the event that additional or overtime hours are needed for any reason, the District may first utilize part time employees and shall not be required to offer overtime by seniority.

d. A night differential of twenty cents (\$.20) per hour will be paid for any Midnight to 8:30 a.m. shift i.e., a regular third shift assignment.

ARTICLE X: RETIREMENT

X-1 COMPENSATION FOR UNUSED SICK LEAVE

Upon the death of a regular full-time employee who has eight (8) years of continuous service, his/her beneficiary will receive thirty dollars (\$30.00) per day for unused sick leave. Unused accumulated sick days not utilized for retirement purposes with IMRF shall be paid at the rate of thirty dollars (\$30.00) per day. Such payment, if any, shall be made in a manner which will not result in any accelerated payment or other penalty being assessed by IMRF. Employees hired on or after July 1, 2014, shall not be eligible for any payment for unused sick leave.

X-2 INDIVIDUAL HEALTH INSURANCE COVERAGE

For employees hired prior to July 1, 1992, the BOARD will pay the individual health insurance coverage for retiring employees who have been employed in School District 140 for twenty (20) years or more, and have accumulated a minimum of one hundred eighty (180) sick leave days. The employee must be insured under the provision of the District's group hospital plan prior to retirement. In no event shall the Board of Education contribute a sum greater than the amount contributed for the employee upon the date of his/her retirement. Annually, the District will notify employees of any premium increase and the amount, if any, that they must contribute toward the cost of health insurance provided pursuant to this clause.

X-3 RETIREMENT INCENTIVE

Employees who have at least eighteen (18) years of service in the District as of the date of retirement and are eligible to retire without penalty pursuant to the applicable requirements of the Illinois Municipal Retirement Fund shall be eligible for a retirement incentive in the amount

of a five percent (5%) salary increase in the second or third years of this Agreement. Any employee taking advantage of this incentive must provide written irrevocable notice of retirement by September 1, 2016, and shall not be entitled to any other compensation under this Agreement. Employees eligible for only one year of retirement incentive shall provide written irrevocable notice of retirement on or before September 1, 2017. Retirement shall in all instances occur only at the end of the second or third year of this Agreement. This incentive shall be limited to a maximum of two (2) years per eligible employee and to the second and third years of this Agreement. No retirement incentive shall be payable hereunder, under any circumstances, after June 30, 2018.

ARTICLE XI: NO CONTRACTING OUT

The Board of Education may at any time during the term of this contract commission and conduct a study of the feasibility, economies, and impact of contracting with a private service company to provide custodial services for the District. Such study shall be under the direction of the BOARD and Administration. The BOARD will determine the scope of the study and the size and membership of a committee created to assist in the study. Membership on the committee will be determined by the BOARD with no more than two (2) positions being allotted to members of the bargaining unit.

The Board of Education will define the authority of the committee. The committee will not make a decision as to the feasibility of contracting the custodial services, rather it will submit information to the BOARD.

If during the length of this contract, or upon its termination date, the Board of Education determines that it is in the best interest of the District to enter into an agreement with a

APPENDIX A – WORK RULES

These work and safety rules and regulations shall be applicable to all employees in the bargaining unit.

It is essential to the successful operation of the District and the welfare of its students and employees that fairly established standards of discipline, health, safety, attendance, workmanship and honesty be maintained. Employees shall have an opportunity to sign formal warnings, acknowledging that such warning has been given and to comment on such warning. Disregard or violation of these rules and regulations, incapacity to meet such established standards or unauthorized disclosure of confidential matters will subject an employee to discipline or discharge.

It is agreed that the failure of an employee to follow the reasonable instructions of her/his supervisor constitutes possible just cause for disciplinary action up to and including discharge. Therefore, if any employee or group of employees feels that any rule, policy, instruction or order of any supervisor or manager is improper, the employee or group of employees shall comply with the rule, policy, instruction or order (unless such order or instruction is clearly contrary to law, or if the employee has an objective basis for believing that to do so will result in an abnormal risk of serious injury to the employee), with the understanding that the employee or group of employees may thereafter file a grievance under the grievance procedure.

1. Stealing.

1st offense – Discharge

2. Reporting for work while under the influence of alcohol or while suffering from its effects, or while under the influence of controlled drugs, cannabis or narcotics (unless such are being taken pursuant to a physician's written prescription).

1st offense – Discharge

3. Possession of, or drinking of liquor or any alcohol beverages, or possession of or using any controlled drugs, cannabis or narcotics (unless such are being taken pursuant to a physician's written prescription) on District property or District time.

1st offense – Discharge

4. No firearms, knives or weapons of any type shall be brought into the District or onto District property. (Pepper spray, pocket knives or other similar devices, carried for self-defense in coming to and from work, shall not be considered a weapon within the meaning of this section, so long as the employee maintains proper security over these items.) Authorized work tools shall not be considered weapons.

1st offense – Discharge

5. Failure of an employee to follow the reasonable instructions of her/his supervisor.

1st offense – 3 days unpaid suspension

2nd offense - Discharge

6. Willful destruction or damage of property belonging to the District or others.

1st offense – Discharge

7. Physical or verbal abuse, neglect, or attempting to injure another person, including any other staff member, supervisor, or manager.

1st offense – Discharge

8. Intentionally falsifying employment or other District records.

1st offense – Discharge

9. Verbal or written threat to injure or harm any other person including any other staff member, student, supervisor, or manager.

1st offense – Discharge

10. Intentional falsification of time records.

1st offense – Discharge

11. Discourteous behavior to any student, teacher, other employee or visitor.

1st offense – Up to three (3) consecutive days suspension, at discretion of Employer.

2nd offense – Discharge

12. Absent for three (3) consecutive working days without notifying the District, unless an emergency prevented the employee from giving notice.

1st offense – Discharge

13. Requesting to borrow money or asking for tips, loans, gratuities or gifts from any student or member of a student's family.

1st offense – Discharge

14. Revealing to any person, other than an employee working with the student, any confidential information concerning any student.

1st offense – Discharge

15. Sleeping while on duty (unrelated to a documented medical condition).

1st offense – Discharge

16. Failure to follow parking lot regulations, if any.

1st offense – Informal Warning

2nd offense – Formal Warning

3rd offense – Loss of Privilege

17. No employee shall visit other parts of the District or leave the District other than in the line of duty or with the permission of the supervisor. When leaving the District, the employee shall notify the supervisor and shall clock out.

1st offense – Formal Warning

2nd offense – Up to three (3) consecutive days suspension, at discretion of Employer

3rd offense – Discharge

18. Gambling on District premises.

1st offense – Formal Warning

2nd offense – Up to three (3) consecutive days suspension, at discretion of Employer

3rd offense -- Discharge

19. Employees not meeting health test requirements will not be permitted to work until the test is satisfactorily completed. If the test is not satisfactorily completed within seven (7) days of the required date, the employee will be discharged.

20. Solicitation of any kind, distribution or circulation of literature, petitions and written or printed matter of any description in the District shall not be done by an employee during his or her working time without the prior written consent of the Superintendent.

1st offense – Warning

2nd offense – Formal Warning

3rd offense – Up to three (3) consecutive days suspension, at discretion of Employer

4th offense – Discharge

21. Playing of radios, etc., loudly so as to disturb others.

1st offense – Informal Warning

2nd offense – Formal Warning

3rd offense – One (1) day suspension, at the discretion of Employer

4th offense – Discharge

22. Unauthorized use of telephone or other equipment for personal needs.

1st offense – Formal Warning

2nd offense – Up to three (3) consecutive days suspension, at discretion of Employer

3rd offense – Discharge

23. Loitering in work area when not scheduled to work (not to include union activity).

1st offense – Informal Warning

2nd offense – Formal Warning

3rd offense – Up to three (3) consecutive days suspension, at discretion of Employer

4th offense – Discharge

24. Failure to follow dress code and good hygiene.

1st offense – Informal Warning

2nd offense – Formal written warning

3rd offense – Sent home for rest of day without pay

4th offense -- Discharge

25. No employee shall smoke on school property.

1st offense – Formal Warning

2nd offense – Up to three (3) consecutive days suspension, at discretion of Employer

3rd offense – Discharge

26. No work shall be performed in an unsafe manner.

1st offense – Informal Warning

2nd offense – Formal Warning

3rd offense – Up to three (3) consecutive days suspension, at discretion of Employer

4th offense – Discharge

27. Failure to notify Personnel of address or telephone number change which the District shall keep confidential.

1st offense – Informal Warning

2nd offense – Formal Warning

3rd offense – Up to three (3) consecutive days suspension, at discretion of Employer

4th offense – Discharge

28. Not in assigned work place at starting and quitting time.

1st offense – Informal Warning

2nd offense – Formal Warning

3rd offense – Up to three (3) consecutive days suspension, at discretion of Employer

4th offense – Discharge

29. Swearing, obscene language or horseplay in front of others.

1st offense – Formal Warning

2nd offense – Up to three (3) consecutive days suspension, at discretion of Employer

3rd offense – Discharge

(b) Sexual, racial or ethnic harassment of any student, family member of a student, staff member, supervisor or member of management, if proven after investigation.

1st offense – Formal Warning or discharge, depending on the circumstances.

2nd offense -- Discharge

(c) Maintaining or attempting to maintain a relationship (whether or not consensual) with a student that is sexual or romantic in nature.

1st offense – Discharge

30. In unassigned area during working hours without permission other than in the line of duty.

1st offense – Informal Warning

2nd offense – Formal Warning

3rd offense – Up to three (3) consecutive days suspension, at discretion of Employer

4th offense – Discharge

31. Abuse of rest or lunch period.

1st offense – Informal Warning

2nd offense – Formal Warning

3rd offense – Up to three (3) consecutive days suspension, at discretion of Employer

4th offense – Discharge

ABSENTEEISM AND TARDINESS STANDARDS

32. One day unexcused absence in an employment year.

Informal Warning with counseling

33. One additional day of unexcused absence in the same employment year.

Formal Warning

34. One additional day of unexcused absence in the same employment year.

Up to 3 consecutive days suspension, at discretion of Employer

35. One additional day of unexcused absence in the same employment year.

Discharge

TARDINESS – Punching in up to three (3) hours after the start of a shift.

36. Tardy twice in five (5) payroll periods.

Counseling

37. Tardy one additional time in five (5) payroll periods.

Informal Warning

38. Tardy one additional time in five (5) payroll periods.

Formal Warning

39. Tardy one additional time in the same five (5) payroll periods.

Up to 3 consecutive days suspension, at discretion of Employer.

40. Tardy one additional time in the same five (5) payroll periods.

Discharge

DOCKING

6-15 minutes late: 15 minutes of docked time

16+ minutes late: Docked in 15 minute increments to next quarter hour

41. Accumulation of five (5) violations (excluding those for which counseling is provided) in any twelve (12) month period shall be grounds for discharge.

42. No violation occurring more than twenty-four (24) months prior to any subsequent violation shall be considered in determining the discipline for the subsequent violation.

CALL OFF PROCEDURES

Day custodians are required to call the Manager of Custodians by 10:00 PM the night before any unscheduled absence to allow reasonable time to find coverage for that shift. Part time custodians and Night Leads are required to call the Manager of Custodians no later than three (3) hours before any unscheduled absence. Documented emergencies are not included. Failure to call in as required without good cause will result in the absence being considered "unexcused".

contracted vendor to provide custodial services, the impact of such decision will be negotiated with the Custodial Union as required by the IELRA.

The Board of Education further agrees that while it may study the feasibility of a contracted custodial service during the term of this Agreement, it will not implement such a service prior to expiration date of this Agreement.

ARTICLE XII: DURATION

This Agreement shall be effective as of July 1, 2020, and shall remain in full force and effect until June 30, 2025. Either party shall notify the other, in writing, between January 15th and March 15th of the year in which this Agreement is to expire, that it desires to modify, change, amend or terminate this Agreement. Upon receipt of such notice, negotiations shall commence on a mutually agreeable date prior to the date of expiration of this Agreement.

30th day of June, 2020

SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 73

BY: 

PRESIDENT

BY: _____
BUSINESS AGENT

BY: 

UNION COMMITTEE

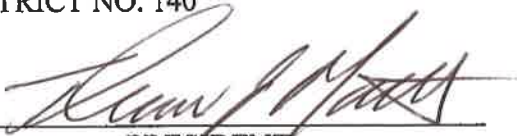
BY: 

UNION COMMITTEE

BY: 

UNION COMMITTEE

BOARD OF EDUCATION OF SCHOOL
DISTRICT NO. 140

BY: 

PRESIDENT

BY: 

SECRETARY

BY: 

SUPERINTENDENT