



AGREEMENT BETWEEN THE
CITY OF LAKE FOREST
BOARD OF EDUCATION
SCHOOL DISTRICT 67

And

SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 73, CTW

2022-2027

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PREAMBLE

This AGREEMENT is entered into this 23rd day of January, 2018, by and between the CITY OF LAKE FOREST BOARD OF EDUCATION, SCHOOL DISTRICT NO. 67 (hereinafter referred to as the "Board" or "District" as appropriate) and the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73, CTW (hereinafter referred to as the "Union"), and applies only to said parties.

Accordingly, it is the intent and purpose of this Agreement to set forth the parties' entire agreement with respect to the rates of pay, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the District's schools; to maintain the highest standards of personal and professional integrity and conduct at all times; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

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

ARTICLE 1

RECOGNITION

Section 1.1. Recognition.

The Board recognizes Local 73 of the Service Employees International Union as the sole and exclusive bargaining representative for all full-time and part-time non-certificated personnel, including employees in the following classifications : Student Data/Testing Coordinator, Administrative Assistant, School Office Assistant, AttendanceAssistant, Communications Assistant , Shipping and Receiving/Media Processing Coordinator, Network/Application Specialist, IT Technician, Custodian, Lead Custodian,

*If former positions are reactivated, these positions will be incorporated into our bargaining union.

Section 1.2. Union's Exclusive Bargaining Rights.

Unless otherwise specifically provided herein, the Board agrees not to negotiate over any mandatory subject of bargaining with any employee individually, any group of employees, or employees' organization other than the Union.

Section 1.3. Negotiating Procedure.

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

ARTICLE 2

NONDISCRIMINATION

Neither the Board nor the Union shall discriminate against employees because of membership or non-membership in the Union or because of participation or non-participation in Union activities.

ARTICLE 3

EMPLOYEE RIGHTS

Section 3.1. Employee Discipline.

The District shall not demote, suspend, discharge or take any disciplinary action against an employee without just cause. The Union and the District agree that discipline should be timely, progressive and accompanied by counseling, where appropriate. The parties agree that, generally, progressive discipline includes: Oral reprimand; written reprimand; suspension; discharge. A written reprimand will be discarded if after three (3) calendar years there has been no further disciplinary action.

Section 3.2. Right to Representative.

If an employee is required to attend a conference at which it is contemplated that disciplinary action against the employee will be taken, the employee shall be advised in advance and the employee shall have the right to be accompanied at such conference by a Union Steward or Representative.

This procedure shall not apply to meetings and conferences held between supervisors/administrators and employees pursuant to the applicable evaluation process and procedures, except where the purpose of the meetings and conferences is to notify the employee that he/she will receive a rating of unsatisfactory pursuant to the applicable evaluation policy.

Section 3.3. Personnel File.

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

Section 3.4. Voluntary Payroll Deductions.

The Board shall provide payroll deductions for insurance, and other voluntary type of deductions authorized by the Board for District employees generally, including tax sheltered annuities.

ARTICLE 4

DUES CHECKOFF AND UNION RIGHTS

Section 4.1. Dues Checkoff.

During the term of this Agreement the District will deduct from each employee's biweekly paycheck, in accordance with the established pay schedule, the regular Union dues for each employee in the bargaining unit for whom a lawfully written authorization has been submitted to the District and such written authorization shall remain in effect for the term of this Agreement except that a written authorization may be revoked during the period between ninety (90) days and sixty (60) days prior to the expiration date of this Agreement. In addition, upon receipt of a lawfully executed written authorization, the District will deduct from the employee's paycheck in three equal installments an employee's initiation fee and remit same to the Union.

The actual dues amount deducted, as determined by the Union, shall be uniform for each employee in order to ease the District's burden in administering this provision. The Union may change the dues structure once each year during the life of this Agreement by giving the District at least thirty (30) days' notice of any change in the dues structure.

If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision.

Section 4.3. Indemnification.

The Union shall indemnify and hold harmless the District, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the District for the purpose of complying with the provisions of this Article, or in reliance on any written checkoff authorization furnished under any of such provisions.

Section 4.4. SEIU COPE.

The Union has established a political action committee, which is called SEIU COPE. Union members may contribute voluntarily to this committee to support the political activities of the Union.

The Employer agrees to deduct the contribution amount established by the committee per pay period, from the wage of employees who voluntarily authorize in writing such deductions. Such amounts shall be forwarded thirty (30) days after the close of the pay period for which the deductions are made, or as soon as practicable for the District to do so.

Section 4.5. Union Use of Bulletin Boards.

The Union shall be provided reasonable bulletin board space on one bulletin board per school for the posting of official Union notices and materials. The privileges granted by this section shall not apply to notices or materials of a partisan-political nature.

Section 4.6. Union Communications.

The Union shall be permitted reasonable use of the inter/intra-school mail system and access to employees' mailboxes for delivery of Union materials related to the Union's responsibilities as exclusive bargaining representative. The privileges granted by this section shall not apply to notices or materials of a partisan-political nature.

Section 4.7. Use of District Facilities and Equipment.

With the prior approval of the building principal or the Superintendent, the Union may use District equipment and facilities, provided such approval shall not be unreasonably withheld. Such use shall not take precedence over school needs and any materials used or other costs incurred shall be reimbursed by the Union.

Section 4.8. Board Agenda.

At the request of the Union, the Union shall be placed on the agenda of a regular Board meeting in accordance with the Board's policies and procedures in effect at the time the request is made. Placement on the Board agenda shall not be used by the Union for the purpose of discussing any matter that is being processed pursuant to the grievance procedure set forth in this Agreement.

Section 4.9. Access to Information.

The Board 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 includes but is not limited to the following:

1. The right to meet with members on the premises during work hours 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-working breaks, and before and after the workday to discuss collective bargaining negotiations, the administration of the collective bargaining agreement, other matters related to duties of the exclusive representative, and internal matters involving the governance or business of the Union, without loss of pay or leave time.
3. The right to information about bargaining unit employees including a digital editable list of employees' name, job title, wages, work location, home address, work telephone numbers, home and cell phone numbers on file with the Board, and work and email addresses on file with the Board. This list will be furnished to the Local and the Member Leadership Team within ten calendar days of the beginning of each school year and on a monthly basis thereafter.

4. 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.

Section 4.10. Visits by a Union Representative.

Non-employee representatives of the Union shall be permitted access to school buildings for the purpose of representing employees covered by this Agreement, provided that such non-employee representatives shall notify the office upon arrival at the building. Any such visit shall be made in a manner so as to not disrupt the normal operation of the school or the instructional program. Non-employee representatives Union shall confine any meetings with bargaining unit employees to non-work time (e.g., lunch period, breaks, etc.).

Section 4.11. New Employee Orientation.

The Union President or her/his designee shall be permitted to have a 1 hour meeting with each newly hired bargaining unit employee during the work day provided that the scheduling for such meeting is approved by the President's immediate supervisor and the new employee's immediate supervisor.

Section 4.12. Notification of New Hire and Status Change.

District HR or their designee will notify the Union President, in writing, with the name, job title, date of hire, and starting wage of newly hired employees. District HR or their designee will notify the Union President, in writing, when the employment status of a current bargaining unit member changes (i.e. resignation, promotion, transfer).

ARTICLE 5

GRIEVANCE PROCEDURE

Section 5.1. Definition.

A "grievance" is a claim by an employee, group of employees or the Union that there has been a violation, misinterpretation, or misapplication of this Agreement.

Section 5.2. Procedure.

- a) **Informal Procedure.** An employee, with or without his/her Union steward, may discuss a grievable matter with his/her supervisor to attempt to resolve the matter before filing a formal grievance.
- b) **Formal Procedure.** If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

STEP 1:

The grievant shall present the grievance in writing to his/her immediate supervisor who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The grievance shall be filed within fifteen (15) days of the event giving rise to the grievance or within fifteen (15) days of when the grievance could have been reasonably ascertained. The grievance shall contain a statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. A Union steward or representative, the grievant, and the immediate supervisor shall be present for the meeting. Within ten (10) days of the meeting, the grievant and the Union shall be provided with the written response of the immediate supervisor, including the reasons for the decision.

STEP 2:

If the grievance is not resolved at Step 1, then the grievant shall refer the grievance, in writing, to the Superintendent or his designee within ten (10) days after receipt of the Step 1 response. The Superintendent or designee shall arrange with the Union representative for a meeting to take place within ten (10) days after receipt of the appeal. Within ten (10) days of the meeting, the grievant and the Union shall be provided with the written response of the Superintendent or his designee, including the reasons for the decision.

Section 5.3. Arbitration.

If the grievance is not settled in Step 2 and the Union wishes to appeal the grievance from Step 2 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within thirty (30) calendar days of receipt of the written response in Step 2.

- a) The parties shall attempt to agree upon an arbitrator within ten (10) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators. Each party retains the right to reject one panel in its entirety within seven (7) calendar days of its receipt and request that a new panel be submitted. The parties shall alternatively strike names from the panel and the remaining person shall be the arbitrator. The party who wins a coin toss shall decide who strikes first.
- b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Board representatives.
- c) The Board and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Board and the Union retain the right to employ legal counsel.
- d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- e) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.
- f) The fees and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the Board and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses. If one party requests and is granted a postponement of a scheduled hearing, that party shall bear any fee charged by the arbitrator for the postponement.

Section 5.4. Limitations on Authority of Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws. The award of the arbitrator rendered within the limitations of this Section shall be final and binding on the Board, the Union, and the grievant.

Section 5.5. Time Limits.

No grievance shall be entertained or processed unless it is submitted at Step 1 within fifteen (15) days of the event giving rise to the grievance or within fifteen (15) days of when the grievance could have been reasonably ascertained. If a grievance is not presented by the employee or Union within the time limits set forth above, it shall be considered waived and may not be pursued further. If the Board does not answer a grievance or an appeal thereof

within the specified time limits, the aggrieved employee may elect to treat the grievance as denied and immediately appeal the grievance to the next step. The parties may by mutual agreement and in writing extend any of the time limits set forth in this Article.

Section 5.6. Oral or Written Reprimands.

An employee may file a grievance in accordance with the provisions of this Article with respect to an oral or written reprimand and said grievance may be processed up to and including Step 2, but no such grievance shall be arbitrable.

Section 5.7. Union Participation.

The Board acknowledges the right of the Union representative to participate in the processing of a formal grievance at any level.

Section 5.8. Release Time.

Should the processing of any grievance in accordance with the provisions of this Article require that an employee be released from his/her regular assignment, the employee shall be released without loss of pay or benefits.

Section 5.9. Bypassing a Step.

By mutual written agreement of the Superintendent/ designee and the Union representative/designee, any step of the grievance procedure may be bypassed.

Section 5.10. Grievance Withdrawal or Settlement.

A grievance may be withdrawn at any step without establishing a precedent. By mutual written agreement, a grievance may be settled at any step without establishing a precedent.

Section 5.11. No Reprisals.

No reprisals shall be taken by either the Board or the Union against an employee because of the employee's participation or refusal to participate in a grievance.

Section 5.12. Miscellaneous.

No member of the bargaining unit who is temporarily serving in a non-bargaining unit position shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the District unless and until the District has agreed thereto in writing.

ARTICLE 6

NO STRIKE-NO LOCKOUT

Section 6.1. No Strike.

Neither the Union nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, or engage in any strike, sympathy strike, slowdown, sitdown, or any other concerted stoppage of work or interference with District operations, regardless of the reason for so doing. Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 6.2. No Lockout.

The District will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

Section 6.3. Judicial Restraint.

The District shall not be obligated to exhaust the contractual grievance procedure before instituting court action seeking to enforce the provisions of this Article.

ARTICLE 7

HOURS OF WORK AND OVERTIME

Section 7.1. Application of Article.

This Article is intended only as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day, per week, or per year.

Section 7.2. Normal Work Day and Normal Work Week for 10-Month Employees.

Work Day and Work Week

The normal work day for 10-month full-time employees shall be 7-1/2 consecutive hours (exclusive of an unpaid lunch period) and the normal work week for 10-month full-time employees shall consist of five 7-1/2 hour work days commencing at 12:01 a.m. Saturday and running through Friday at midnight, except that the normal work day for 10-month School Administrative Assistants shall be 8 consecutive hours, exclusive of an unpaid lunch period. The normal work day shall not begin prior to 6:00 a.m. and the normal work day shall not extend beyond 6:00 p.m. No 10-month full-time employee shall be involuntarily assigned to a normal work week of other than Monday through Friday between 6:00 a.m. and 6:00 p.m.

Work Year

Ten-month, full-time employees shall be scheduled to work a minimum of 177 days per year (1328 hours) and a maximum of 200 days (1600 hours). For new 10-month employees, the work schedule shall be established upon hiring. For continuing 10-month employees, the work schedule for the following year shall be established and provided to the employee by June 1st. The work schedule shall include the date the employee will return to work at or prior to the beginning of the school year, the days during the year the employee will be expected to work, and the employee's final day of work for the school year. Once established, the work schedule shall not be changed except by mutual agreement of the immediate supervisor and the employee.

Section 7.2.5 Normal Work Day and Normal Work Week for 11-Month Employees.

Work Day and Work Week

The normal work day for 11-month full-time employees shall be 8 consecutive hours (exclusive of an unpaid lunch period) and the normal work week for 11-month full-time employees shall consist of five 8 hour work days commencing at 12:01 a.m. Saturday and running through Friday at midnight. The normal work day shall not begin prior to 6:00 a.m. and the normal work day shall not extend beyond 6:00 p.m. No 11-month full-time employee shall be involuntarily assigned to a normal work week of other than Monday through Friday between 6:00 a.m. and 6:00 p.m.

Work Year

Eleven-month, full-time employees shall be scheduled to work a minimum of 215 days per year (1720 hours). For new 11-month employees, the work schedule shall be established upon hiring. For continuing 11-month employees, the work schedule for the following year shall be established and provided to the employee by June 1st. The work schedule shall include the date the employee will return to work at or prior to the beginning of the school year, the days during the year the employee will be expected to work, and the employee's final day of work for the school year. Once established, the work schedule shall not be changed except by mutual agreement of the immediate supervisor and the employee.

Section 7.3. Normal Work Week for 12-Month Employees.

The normal work day for 12-month full-time employees shall be 8 consecutive hours (exclusive of an unpaid lunch period) and the normal work week for 12-month full-time employees shall consist of five 8 hour work days commencing at 12:01 a.m. Saturday and running through Friday at midnight. The normal work day shall not begin prior to 6:00 a.m. and the normal work day shall not extend beyond 9:00 p.m. No 12-month full-time employee originally employed to work a normal work week of Monday through Friday between 6:00 a.m. and 6:00 p.m. shall be involuntarily assigned to a normal work week of other than Monday through Friday between 6:00 a.m. and 6:00 p.m.

Section 7.3.5. Time and Attendance Reporting.

By July 1, 2023 employees will report time and attendance utilizing the same standardized system.

Section 7.4. Changes in Normal Work Day or Normal Work Week.

Should it be necessary in the District's reasonable judgment to establish schedules departing from the normal work day or the normal work week, or to change the shift schedule of any employee or employees, the District will give, if practicable, at least two weeks advance notice of such change to all employees affected by such change.

Section 7.5. Standard Overtime Pay.

An employee shall be paid time and one-half his regular straight-time hourly rate of pay for all hours worked in excess of 40 hours in the employee's normal work week, provided that the hours that an employee is compensated for vacations, holidays, personal days, sick leave days, and jury leave shall be counted as hours of work for the sole purpose of determining eligibility for overtime pay.

Overtime scheduled on Sundays will be paid at double time. Overtime scheduled on holidays, as a result of building use from an outside agency, when reimbursement for said use is to be received by the District, will be paid at double time. Individuals scheduled to work approved holidays will also receive their holiday pay.

Any sick or personal days taken subsequent to scheduled overtime within the same week will be excluded from the computation of the base 40-hour work week.

Any employee entitled to overtime pay under the provisions of this Agreement may elect compensatory time in lieu of overtime pay, provided that use of compensatory time off must be approved by the employee's immediate supervisor. Approval for use of compensatory time shall not be unreasonably denied. The maximum amount of accrued compensatory time shall be forty (40) hours. Employees will have the option to declare their choice at the time that they submit a time sheet with overtime on it. The options are:

1. Take it as overtime on that pay period.
2. Bank it as comp time to take at a later date.

Section 7.5.5. Mandatory Overtime Pay

In the event that overtime is mandated by the employer, all paid leave shall be used when calculating hours worked in excess of forty (40) hours.

Section 7.6. Distribution of Overtime Opportunities.

Opportunity to work overtime shall be rotated equitably among employees in the same job classification in the same department/office starting with the most senior such employee, provided the employees are qualified to perform the specific overtime work required. The opportunity to work overtime (i.e., hours in excess of 40 hours per week) shall be offered to qualified bargaining unit employees before non-bargaining unit employees are offered the opportunity to work overtime (i.e., hours in excess of 40 hours per week). Offered overtime not worked will be considered as worked for the purpose of determining eligibility for overtime. The District shall not be required to break in on work in progress or change an employee's shift in assigning overtime. If an employee establishes that he has not received overtime for which he/she was entitled, such employee shall have preference to future overtime work until reasonable balance is recreated.

There shall be no mandatory overtime except in cases of emergency where no qualified employee(s) has volunteered to work the overtime. Snowplowing, for the purpose of section 7.6, shall be considered an emergency. Mandatory overtime shall be assigned as equitably as possible.

Section 7.7. Rest Period.

Each employee shall receive one fifteen (15) minute break during the first four (4) hours of work and a second fifteen (15) minute break if he/she is scheduled to work six (6) or more hours per day. Break times shall be scheduled at a mutually convenient time for the effective operation of the employee's department or office. Employees must be at their work site at the beginning and end of the rest period.

Section 7.8. Lunch Period.

An unpaid, duty-free, lunch period shall be provided to all bargaining unit employees scheduled to work six (6) or more hours per day. The lunch period shall be scheduled during a mutually convenient time for the effective operation of the employee's department or office. If a bargaining unit employee is required to interrupt his/her lunch period for

more than a de minimis amount of time, the employee shall either be given equivalent time off later in the day or paid for the time worked during his/her lunch period.

Section 7.8.5. Contribution of Rest and Lunch Periods.

Upon Supervisor's approval, rest and lunch periods may be combined. Employees may leave the campus during lunch and rest periods.

Section 7.9. Call Back / Call-in Pay.

An employee who is called back or called in to work outside the employee's normal hours of work (i.e., hours not contiguous to the employee's normal shift), will be paid 1-1/2 times the employee's regular straight-time hourly rate of pay for a minimum of three (3) hours or for all hours worked outside the employee's normal hours of work, whichever is greater. For the purpose of this section, Sundays and holidays will be double time. The employee will also be reimbursed for mileage to and from home at the standard federal mileage rate. This Section shall not be applicable to scheduled overtime or for a callback where an employee is called back to correct an error or omission of the employee which the employee's supervisor determines must be corrected/completed before the employee's next scheduled shift.

Section 7.10. Summer Hours.

Hours for 12-month employees during the summer will begin the first Monday one (1) full week after the last pupil attendance day. Unless the District occasionally determines that workload needs require a different schedule for one or more employees, such office hours will be four consecutive days of ten consecutive hour days, selected by the District, with an unpaid lunch period.

Section 7.11. No Pyramiding.

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

ARTICLE 8

SENIORITY

Section 8.1. Definition of Seniority.

Seniority shall be based on the length of time from the last date of beginning continuous employment in a position covered by this Agreement, less adjustments for layoff or approved leaves of absence without pay (excluding Military leaves). The date of beginning employment in a position covered by this Agreement is the first day for which the employee is paid for work in such position. Seniority shall be calculated based on full-time equivalent service; part-time employees shall accrue seniority on a pro rata basis.

- a. No seniority credit shall be granted for a leave of absence approved by the Board for longer than twelve (12) weeks.
- b. If the seniority of two or more employees is equal, the date of hire shall determine seniority. If seniority is still equal, the affected employees shall determine seniority by a toss of a coin in the presence of representative of the Board and the Union.

Hours for which an employee is paid but does not work (e.g., vacation and paid leave) shall be included in the total hours per year for purposes of this Section.

- c. A full-time ten (10) month employee is one who is employed to work a minimum of 7 ½ hours per day for 177 days for a total of at least 1328 hours per year.
- d. A full-time eleven (11) month employee is one who is employed to work a minimum of 8 hours per day for a total of at least 1720 hours.
- e. A full-time twelve (12) month employee is one who is employed to work 8 hours per day for a total of 2080 hours.

Section 8.2. Termination of Seniority.

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

- a) Quits
- b) Is discharged for just cause
- c) Retires
- d) Fails to report to work at the conclusion of an authorized leave of absence or vacation

- e) Is laid off and fails to respond affirmatively within seven (7) calendar days after receipt of notice of recall
- f) Is laid off for a period of fifteen (15) months or the length of service, whichever is less
- g) Does not perform work for the District for a period in excess of fifteen (15) months, provided, however, this provision shall not be applicable to absences due to military service, established work-related injury compensable under workers' compensation, disability pension, or a layoff where the employee has recall rights; or
- h) Is absent for three (3) consecutive working days without notifying the Board and without showing just cause for failure to so report

Section 8.3. Layoffs.

If the Board decides to decrease the number of employees in any classification covered by this Agreement, the resulting layoff shall be effectuated on the basis of seniority within the affected classification (i.e., the least senior employee in the classification shall be laid off first) provided that the remaining employees are determined to be qualified to perform the work remaining after the layoff. An employee who would have otherwise been laid off and who has prior District experience in another bargaining unit job classification shall, in lieu of layoff, be permitted, if he/she has more seniority, to displace the least senior employee in the classification he/she formerly held, provided he/she has the necessary skills, abilities and qualifications for such position.

Section 8.4. Recalls.

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

Section 8.5. Effects of Layoff.

In addition to the other applicable provisions of this Article, the following provisions shall be applicable to bargaining unit members who are laid off:

- a) Any employee who is laid off shall be paid all earned compensation on or before the third business day following his/her last day of employment.
- b) Upon being recalled pursuant to the provisions of this Article, the accumulated and unused sick leave days that the employee had at the time of his/her layoff shall be

restored. No credit shall be granted for purposes of advancement on the salary schedule for the period of the layoff.

- c) During the period of time that the employee has recall rights, the employee shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for employee coverage and, if desired, for family coverage.
- d) While the seniority of a employee who is laid off shall not be terminated if the employee is recalled under the provisions of this Article, seniority credit shall not accrue during the period of the layoff.

Section 8.6. Effect of Consolidation or Elimination of Classifications.

If employees are displaced by the elimination of classifications, the consolidation of classifications (combining the duties of two or more classifications and/or parts of two or more classifications), the installation of new equipment, methods or facilities, or for any other reason, they shall have the right to transfer to any existing bargaining unit vacancy which the District is seeking to fill if it is determined that they have the necessary skills, abilities and qualifications for such vacancy. If there are no such vacancies, the employee shall be laid off in accordance with the provisions of Section 8.3 above and shall have the right to recall in accordance with the provisions of Section 8.4 above. If two or more employees are displaced at the same time and they seek to transfer to the same vacancy which the District is seeking to fill, seniority shall govern if they are determined to have the current ability and basic qualifications to perform the work in the position in question.

Section 8.7. Filling of Vacancies.

If there is a vacancy in a classification covered by this Agreement which the District is seeking to fill on a permanent basis, notice of the vacancy shall be posted and sent to all current bargaining unit employees via electronic means within seven (7) calendar days of the vacancy. During this seven (7) calendar day period, any employee in the bargaining unit may apply in writing for the position. First consideration is to be given to applicants in the bargaining unit. If it is determined that a bargaining unit applicant will not be hired, the applicant and the union will be notified in writing prior to interviewing of outside candidates. If it is determined that the skills, abilities and qualifications of two or more applicants, including outside applicants, for such vacancy are substantially equal, seniority shall govern in the selection of the employee for the position. If an employee believes that the District has acted arbitrarily or capriciously in determining his/her skills, abilities and qualifications for the position in question, the employee may file a grievance in accordance with the provisions of Article 5 (Grievance Procedure). Nothing herein shall require the District to fill any vacancy.

Permanent vacancies shall be posted only after employees on layoff have been given the opportunity to exercise their recall rights pursuant to the provisions of Section 8.4 above.

If the District determines that there is no fully qualified bargaining unit applicant for the vacant position, the District may hire a new employee for the position. Nothing herein shall limit the right of the District to advertise the position at the same time it is posted.

If the position is filled by a promotion (i.e. by an employee in a lower paying grade), the probationary period in the new position shall be six (6) months. If the District determines during said probationary period that the employee is unable to perform satisfactorily the duties and responsibilities of the new position, the employee shall be reassigned to his/her former position or an equivalent position at his/her former wage rate.

Nothing contained in this Section shall prevent the District from temporarily filling a posted vacancy until it is determined whether there are applicants with the necessary skills, abilities and qualifications to perform satisfactorily the work involved. If a bargaining unit employee is assigned to fill temporarily a posted vacancy which would be a promotion for that employee and he/she is selected to fill that position, the time spent temporarily assigned to that position shall count towards completion of the probationary period for the promotion. The District will make every reasonable effort to fill a vacant position which it has decided to fill within ninety (90) days.

Section 8.8. Seniority of Persons Transferred Out of and Back to the Bargaining Unit or of Persons in Confidential Positions Who Are Later Reassigned to Nonconfidential Bargaining Unit Positions.

Employees who are promoted by the District to positions excluded from the bargaining unit and who are later transferred back to the bargaining unit by the District shall have a seniority date computed on the basis of the period of time previously served in position(s) included in the bargaining unit. Employees who were in or are in positions that but for their confidential status would be bargaining unit positions shall be credited for seniority purposes for the time spent in such confidential positions if they are later assigned to bargaining unit positions. Currently those positions are the Administrative Assistant to the Superintendent, Administrative Assistant to the Deputy Superintendent of Administration, and Personnel Assistant. If former positions are reactivated, these positions will be incorporated into our bargaining unit.

Section 8.9. Seniority List.

On or before February 1 of each year the Board shall distribute to the Union a seniority list for bargaining unit employees by classification showing their accumulated seniority credit, calculated in accordance with the provisions of this Article. If the Union or any employee believes there is an error in the seniority list, it should be brought to the attention of the Superintendent or designee within two (2) weeks after the seniority list is distributed. If any corrections are made to the seniority list, a revised list will be distributed.

Section 8.10. Probationary Period.

For new employees, the probationary period shall be one year. At a minimum, the District will evaluate a probationary employee once during the first six (6) months of employment. During an employee's probationary period, the employee may be suspended, laid off, or terminated at the sole discretion of the District. No grievance shall be presented or entertained in connection with the suspension, layoff, or termination of a probationary employee.

There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his/her last date of hire with the District in a position covered by this Agreement. An employee whom the District decides to continue to employ beyond one year shall be deemed to be a nonprobationary employee.

ARTICLE 9

PAID LEAVES OF ABSENCE

Section 9.1. Sick Leave.

Each employee shall be granted thirteen (13) sick leave days annually without loss of pay for personal illness, quarantine at home, and death or serious illness in the immediate family. The term "immediate family" shall be defined as the employee's parents, spouse, brothers, sisters, children, grandchildren, grandparents, parents-in-law, brothers-in-law, sisters-in-law, and persons residing in the same household. Unused sick leave days shall accumulate without limit. The Board may request a doctor's certification verifying use of sick leave after the third consecutive day of absence due to illness.

Section 9.2. Sick Leave Bank.

- a) The Board has established a Sick Leave Bank which employees with one complete year of service are eligible to participate in on a voluntary basis. Non-represented District employees may participate in the sick leave bank on the same basis as bargaining unit members.
- b) The intent of this plan is to provide extended sick leave to those participants who incur a catastrophic illness or disability which necessitates prolonged continuous absence from work. The Bank shall be used only for the personal illness of the participant.
- c) An employee may enroll in the Bank by signing an authorization form agreeing to contribute one (1) day of his/her sick leave to the Bank at the beginning of each year. The Board will match the number of days donated by employees. No yearly contribution will be required until such time that the Bank is depleted to the number of days equal the number of participants.
- d) An employee who has contributed shall be able to utilize days from the Bank after all his/her own accrued sick leave days have been depleted and the employee has presented satisfactory documentation of the illness/disability which makes it impossible for the employee to perform his/her assigned duties; provided that the Board retains the right to have the employee examined by a doctor selected by the Board at the Board's expense if there is any question raised by the doctor's statement submitted by the employee.
- e) The maximum number of days allowed for any single catastrophic prolonged illness shall be sixty (60) days. A participant will not be eligible to use the Bank again until the participant has returned to work for at least the equivalent of one-half fiscal year. In no event shall a participant be allowed more than sixty (60) days in consecutive year period.
- f) Participants utilizing sick leave days from the Bank will not be required to replace those days.

- g) An employee withdrawing from the Bank or the bargaining unit for whatever reason will not be allowed to withdraw the contributed days.
- h) Subject to the approval of the Board, the Administration and a two-member Association Advisory Committee appointed by the union shall establish guidelines for the administration of the Sick Leave Bank. The Association Advisory committee shall also serve as an Advisory Board to the Administration with respect to the Sick Leave Bank.
- i) Upon hire, every SEIU member shall be auto-enrolled into the Sick Leave Bank and an initial deposit of one (1) sick leave day shall be made. Members may opt out of the Sick Leave Bank with the return of their sick leave day, upon written notice to the Business Office within 30 days of hire.

Section 9.3. Personal Leave.

Each employee receives three (3) personal days each fiscal year to handle personal matters. Personal leave days may be accumulated up to twelve (12) days. Personal leave days in excess of such accumulated twelve (12) days shall be added to accumulated sick leave. Requests to use personal leave shall be submitted to the employee's immediate supervisor at least five (5) workdays prior to the day(s) requested. For emergency circumstances (i.e. household, family or transportation problem requiring immediate attention), the five (5) day notice period shall be waived no reason need be given.

Notwithstanding the foregoing, personal leave days may not be used immediately prior to or following a holiday, a three-day weekend, or an extended holiday period, or during the first or last week of the school year unless prior approval has been received from the Superintendent, provided that such approval shall not be unreasonably or arbitrarily denied.

Section 9.4. Bereavement Leave.

Each employee shall be granted up to five (5) days bereavement leave annually without loss of pay for use in the event of a death in the employee's immediate family (i.e., the employee's parents, spouse, brothers, sisters, children, grandchildren, grandparents, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, step-family (parents, brothers, sisters, and children), and persons residing in the same household, and uncles, aunts, nieces and nephews, provided that no more than two (2) days shall be taken due to the death of uncles, aunts, nieces and nephews. Such leave shall not be cumulative.

Section 9.5. Jury Leave.

Any employee called to serve on a jury on any day when he/she would have otherwise been scheduled to work shall sign over their compensation from the court to the District. The District will reimburse any travel and meal expenses paid on the court check to the employee. The employee will receive their regular pay from the District for that day.

Section 9.6. Family and Medical Leave Act of 1993.

- a) Employees are eligible for medical and/or family leave in accordance with the provisions in the Family and Medical Leave Act (FMLA) of 1993 and Board policy.

To be eligible for FMLA leave, an employee must have been employed by the District for at least a period of twelve (12) months (not necessarily consecutive) and is either:

- a full-time employee; or
- a part-time employee who has worked at least 1,250 hours during the preceding twelve (12) months.
- a part-time employee who has been employed for at least twenty-four consecutive months on less than a full-time basis (37.5 hours/week), but who meets or exceeds two-thirds (25 hours/week) of a full work week.

Such leave is unpaid unless accumulated sick leave, personal leave, or vacation leave is available. Nothing in this provision requires a bargaining unit member to use accumulated sick leave or other leave concurrently with FMLA leave. The total FMLA leave cannot exceed twelve (12) weeks during any twelve (12) month period. A minimum of thirty (30) days written notice to the Superintendent is required before a foreseeable FMLA leave is to begin. Requests for leave must contain sufficient information to demonstrate that the leave qualifies as FMLA leave and, if for medical reasons, must include appropriate physician certification. The Board may also request additional medical certifications pursuant to its FMLA policy.

b) FMLA leave may be used for:

- The birth and first-year care of a new born child;
- The adoption or foster placement of a child within the first year of placement;
- The care of an employee's spouse, parent or child with a serious health condition; or
- The treatment of an employee's own serious health condition that makes the employee unable to perform the functions of the job.

c) FMLA leave is afforded pursuant to Board policy No. 5185. If the Board of Education desires to change to FMLA Policy, it will be done in agreement with the Union

Section 9.7. Parental Leave

An employee with two or more years of service with the District (referred to as "employee" for purposes of this Section only) shall be granted parental leave without pay subject to the following conditions:

- a) Normally, the employee shall advise the Superintendent or the Superintendent's designee of the pregnancy no later than the fifth month of the pregnancy. At such time, the employee shall provide a written statement from an obstetrician or physician indicating the expected date of delivery.

- b) Application for such leave shall be made in writing to the Superintendent or the Superintendent's designee at least ninety (90) calendar days prior to the anticipated birth of the child.
- c) The employee and the Superintendent or the Superintendent's designee shall agree upon a plan for the commencement and termination of such leave, taking into consideration the continuity of workflow, medical factors, and the pertinent time factors. Unless earlier termination of such leave is mutually agreed upon, the leave shall terminate at the end of the fiscal year in which it commences or, at the request of the employee and with the Superintendent's approval, at the end of the following fiscal year.

The initial agreement on the plan for the commencement and termination of the leave may include the balance of the current fiscal year and the next fiscal year. Should the employee request a leave for the balance of a fiscal year only and then desire an extension of leave for the next full fiscal year, a second request shall be submitted for the Superintendent's review and approval. The Superintendent's approval shall not be unreasonably or arbitrarily denied. A fiscal year is July 1 to June 30.

- d) Sick leave shall not be applicable during the period of an unpaid parental leave, provided that parental leave may commence immediately upon use of sick leave for maternity disability purposes.
- e) An employee may terminate the leave in the event of the death of the child or for other emergency reason.
- f) Upon return from parental leave that lasts less than one full fiscal year, the employee shall be placed in the same position that he/she had prior to going on the leave if that position still exists. If the same position does not exist or if the parental leave lasts one full fiscal year or longer, the employee shall be placed in a position for which the Board determines he/she is qualified and suited.

Section 9.8. Religious Observance Leave.

When a person's religion prohibits that person from working, and/or requires worship or observance that cannot be performed other than during school hours, and an observance is not otherwise provided in the school calendar, up to two (2) days with pay shall be granted annually.

Section 9.9. Union Leave.

Union designated employee(s) shall be allowed up to a total of two (2) days of non-accumulative leave in any school year for attendance at Union conferences, training or conventions without cost to the Union.

Section 9.10. On the Job Injury Leave.

Employees covered by this agreement who are injured on the job and eligible for Workers' Compensation shall receive full pay for up to a maximum of thirty (30) calendar days without deduction from sick leave, provided they must endorse over to the District any amount paid by the District's Workers' Compensation third party administrator. If the employee is still unable to return to work after thirty (30) days, the employee may elect to remain in full pay status by requesting that the difference between Workers' Compensation and full pay be handled through the use of accumulated sick leave or vacation for up to a maximum of an additional ninety (90) calendar days.

Section 9.11 Job Share.

In the event that a job share position presents itself, the union requests the right to call a meeting of the Labor Management Committee for discussion and definition.

ARTICLE 10

VACATIONS FOR TWELVE MONTH EMPLOYEES

Section 10.1. Eligibility.

Every full-time twelve (12) month employee shall be eligible for paid vacation time based on the number of fully completed years as of June 30; provided, however, for employees who began their employment between June 30 and September 30, their partial year of employment shall be counted as full year of service for the purposes of this Article only. Employees shall start to earn vacation allowance as of the date of hire as a full-time employee of the District. Vacation allowance shall be earned monthly, based on the following schedule:

<u>Length of Continuous Service</u>	<u>Working Days of Vacation</u>
Less than one year	0.83 days per month
From 1 year to 4 years	10 days (2 wks./yr.)
From 5 years to 9 years	15 days (3 wks./yr.)
10 years or more	22 days (4 wks plus 2 days/yr.)

If an employee leaves the District's employ before the end of the fiscal year in which the vacation days were advanced as of July 1, the number of vacation days shall be computed on a pro rata basis. EXAMPLE: If an employee who was advanced ten (10) vacation days as of July 1 for use in that fiscal year leaves the District's employ as of January 1, the employee shall be deemed to have earned five (5) vacation days. If that same employee had only taken three (3) vacation days as of January 1, the employee shall be paid for two (2) days of vacation pay. On the other hand, if that same employee had used seven (7) vacation days as of January 1, an adjustment of two (2) days' vacation pay shall be made on the employee's final paycheck.

Section 10.2. Vacation Eligibility.

In order to be eligible to earn paid vacation in any given month, the employee must be in pay status for at least 1,600 (1,600) hours during the year preceding June 30 or the pro rata portion of 1,600 hours if employed less than one full year. Example: If an employee is hired on January 1, the employee must be in pay status for at least 800 hours between January 1 and June 30 in order to be eligible to earn paid vacation. During the first year of employment, in order to be eligible to earn .83 days per month the employee must work at least 120 hours during the preceding month.

Section 10.3. Vacation Pay.

Vacation pay shall be paid at the rate of the employee's regular straight-time hourly rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation.

Section 10.4. Vacation Scheduling.

Vacations shall be scheduled insofar as practicable at times desired by each employee, with the determination in each work area/office being made on the basis of the employee's length of continuous service if more employees in the same classification desire the same vacation slot than can be permitted to be on vacation at the same time. It is expressly understood that the final right to reasonably designate vacation periods and the maximum number of employee(s) who may be on vacation at any time, including the maximum number of employee(s) in any classification within each work area/office, is reserved by the District in order to insure the orderly performance of the services provided by the District. Once scheduled and approved by the District, the District will not revoke scheduled vacation day(s) unless there are extenuating circumstances, and it is mutually agreeable between the employee and his/her immediate supervisor or designee.

Vacations shall not be taken in increments of less than one-half day. Vacation days must be scheduled at least five (5) full working days in advance and not more than two (2) months in advance, unless the employee's supervisor specifically approves the scheduling of vacation day(s) with less or more notice.

Section 10.5. Limitation on Accumulation of Vacation.

Annual vacations should normally be taken within the 12-month period after completion of the year in which earned. An employee shall have the right to carryover not more than ten (10) vacation days. Any vacation carryover in excess of ten (10) vacation days requires the express written authorization from the Superintendent or the Superintendent's designee. In no event shall the maximum vacation carryover exceed twenty (20) vacation days.

Section 10.6. Vacation Eligibility for Ten Month Employees Assigned to a Twelve Month Position.

When an employee is reassigned from a ten (10) month to a twelve (12) month position, the employee shall be given credit for the prorated seniority credit earned in the ten month position for the purpose of calculating the amount of vacation he/she is eligible for pursuant to Section 10.1 above.

ARTICLE 11

HOLIDAYS

Section 11.1. Designation of Holidays.

The following days when they are not scheduled as pupil attendance days on the District's official school calendar shall be considered paid holidays during the term of this Agreement for ten (10) month, eleven (11) month, and twelve (12) month employees who are employed on a regular schedule of at least twenty-five (25) regular hours of work per week (excluding overtime):

Twelve Month Employees	Eleven Month Employees	Ten Month Employees
Labor Day	Labor Day	Labor Day
Columbus Day	Columbus Day	Columbus Day
Veteran's Day (M-F only)	Veteran's Day (M-F only)	Veteran's Day (M-F only)
Wednesday Prior to Thanksgiving (only if the school calendar deems it as a day of non-attendance)	Wednesday Prior to Thanksgiving (only if the school calendar deems it as a day of non-attendance)	Wednesday Prior to Thanksgiving (only if the school calendar deems it as a day of non-attendance)
Thanksgiving Day	Thanksgiving Day	Thanksgiving Day
Friday after Thanksgiving	Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve Day*	Christmas Eve Day*	Christmas Day*
Christmas Day*	Christmas Day*	New Year's Day*
New Year's Eve Day*	New Year's Eve Day*	Dr. Martin Luther King Jr.'s Birthday
New Year's Day*	New Year's Day*	Lincoln's Birthday (M-F only)
Dr. Martin Luther King Jr.'s Birthday	Dr. Martin Luther King Jr.'s Birthday	Good Friday
Lincoln's Birthday (M-F only)	Lincoln's Birthday (M-F only)	Memorial Day
Good Friday	Good Friday	
Memorial Day	Memorial Day	
July 4*	July 4*	

In the event the District removes any of the above designated holidays from the school calendar, bargaining unit employees shall be granted one floating holiday for each designated holiday removed from the school calendar. In the event that a holiday be added to the calendar, it will be added to the contract.

If a holiday denoted with an asterisk (*) falls on Saturday or Sunday, an equivalent day off on the preceding Friday or following Monday will be scheduled. The District reserves the right to observe Lincoln's Birthday in a year in which it is observed on a day other than February 12 (e.g., President's Day).

Section 11.2. Eligibility Requirements.

In order to be eligible for holiday pay, an employee must work in the week in which the holiday falls and must work his/her full scheduled working day immediately preceding and

immediately following the holiday unless proof of sickness or excusable absence is established to the satisfaction of the employee's supervisor.

Section 11.3. Pay for Holiday Work.

If an employee is scheduled to work on a holiday, the employee shall be paid double time the hourly rate of pay for all hours worked on said holiday. In addition, the employee shall be paid, if he/she meets the eligibility requirements set forth in Section 11.2, his/her regular pay for the day in question.

Section 11.4. Treatment of Holidays During Period of Vacation.

If the day on which a paid holiday is observed falls during an employee's vacation period, the employee shall be paid for the holiday and the day shall not count as a vacation day.

ARTICLE 12

INSURANCE

Section 12.1. Medical and Dental Insurance.

The medical and dental insurance program, including the changes agreed to in negotiations, shall be continued during the term of this Agreement; provided, however, the Board retains the right to change insurance carriers, or to self-insure as it deems appropriate, so long as the new basic coverage and new basic benefits are relatively similar to those which predated this Agreement.

During enrollment period(s) established by the Board, employees may select one of the District's PPO Plans or the District's HMO Plan, as well as either single or family coverage.

The Board and employee shall pay amounts outlined on the annually updated insurance premium rate sheet for the PPO Plans, HMO Plan, and Dental Insurance for the coverage selected. The insurance premium rate sheet is made available to all employees upon hire, during annual open enrollment, and posted on the employee portal. The following chart outlines Board and employee medical coverage percentages for the 2022-2023 plan year.

PPO 750	BOARD	EMPLOYEE
Single	85%	15%
Family	69%	31%
HMO	BOARD	EMPLOYEE
Single	95%	5%
Family	78%	22%
DENTAL	BOARD	EMPLOYEE
Single	100%	0%
Family	75%	25%

An employee may elect the PPO 6350 high deductible plan. The Board contribution shall be at the equivalent dollars of the HMO (S) and HMO (F) plan.

Future insurance premiums to remain at above splits.

Section 12.2. Insurance Review Committee.

The Union shall have the right to name one representative to the District's Insurance Review Committee. The purpose of the Insurance Review Committee is to review any concerns or proposed changes in the insurance programs of the District. Any decisions of the Committee must be ratified by the Union and the Board, and when ratified such decisions shall be incorporated into and become a part of this Agreement.

Section 12.3. Term Life Insurance.

Full-time employees shall be provided with term life insurance, rounded to the nearest \$1000, in accordance with the following schedule:

<u>Years of Full-Time Service</u>	<u>Amount of Term Life</u>
Less than two (2) years	Equal to base salary
Two (2) or more years	Two (2) times base salary
Five (5) or more years	Three (3) times base salary

Full-time employees shall have full benefits to age 70. At age 70 and over, benefits are reduced to 70%.

Dependents of full-time employees shall be provided with term life insurance (which may be self-insured by the District) in accordance with the following schedule:

<u>Category</u>	<u>Amount of Term Life</u>
Spouse	\$2,000
Children between 14 days and 6 months	\$100
Children between 6 months and 9 years	\$1,000
Children under 14 days and over 19 years	\$0

The coverage amounts specified in this section shall be computed only once each year on September 1 based on the full-time employee's base annual salary and years of full-time District service as of September 1.

Section 12.4. Long-Term Disability Benefit.

Full-time employees shall be eligible for long-term disability benefits provided by the Board. The extent of coverage under the insurance policies referred to in this Article shall be governed by the terms and conditions set forth in said policies in existence at the time of the approval of this Agreement, which have been shared with the Union. Any questions concerning coverage shall be resolved in accordance with the terms and conditions of said policies and shall not be subject to the grievance procedure set forth in this Agreement. Any modification to the insurance policies discussed in this Article shall be done in consultation with the Union and consistent with State law.

Section 12.5. Terms of Policies to Govern.

The extent of coverage under the insurance policies referred to in this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement.

Section 12.6. Right to Maintain Coverage While on Unpaid Leave or on Layoff.

An employee who is on an approved unpaid leave of absence or who is on layoff with recall rights shall have the right to maintain medical, dental and life insurance coverage by paying in advance the full applicable monthly premium for the coverage the employee had prior to going on an unpaid leave of absence or being laid off. Nothing in this Section is intended to affect an employee's rights under the Family and Medical Leave Act of 1993.

Section 12.7. Flexible Benefits Plan.

- A. The Board shall maintain a salary reduction plan which meets the requirements of Section 125 of the Internal Revenue Code and Treasury Regulations. If, at any time, Section 125 or related regulations are amended, the parties shall promptly revise the plan to comply with the amendment if necessary.
- B. An employee may annually elect to participate in the salary reduction plan by choosing to receive one or more of the benefits described below:
 - 1. Premiums for group medical and/or dental insurance not paid by the Board;
 - 2. Reimbursement for any qualified non-reimbursed medical or dental care expenses up to an annual maximum of the IRS limit;
 - 3. Reimbursement for qualified dependent care assistance up to an annual maximum of the IRS limit.
- C. The amounts designated may not be changed during the plan year unless there is a change in family status or other circumstance provided in Section 125 and/or Treasury Regulations. Any amounts designated for which valid reimbursement claims are not made on a timely basis will be forfeited and not otherwise paid to the staff member during the year nor carried over to a succeeding plan year, and such amounts shall become the property of the plan.
- D. The amounts elected will be deducted in equal amounts from the employee's salary payments during the plan year.
- E. An employee will have until the end of March following the plan year to claim reimbursement for qualified dependent care expenses incurred during the plan year.
- F. An employee may carryover up to the annual IRS maximum limit of unused health FSA amounts to the following plan year.

- G. Pursuant to Section 125 requirements, the Board shall not report any designated salary reductions as taxable income to any federal or state agency. However, the Board does not guarantee or, in any way, warrant that the salary reductions are non-taxable.

Section 12.8. Insurance Benefits for Part-Time Employees.

Part-time employees regularly employed on the basis of a work week of twenty-five (25) or more hours shall have the option of receiving the insurance benefits set forth in this Article.

Section 12.9. Premium Refunds.

Any refunds received for employee health, hospitalization, disability, life, dental or any other employee insurance premium, whether paid for by the Board or employee, shall revert to the Board to pay future premiums or premium increases.

ARTICLE 13

WAGES

Section 13.1. Salaries.

Year 1 (2022-2023)

- Market adjustments for specific employees/positions
- Remaining employees hired prior to 1.1.22 will receive a 7% increase
- Remaining employees hired after 1.1.22 will receive a 3.5% increase
- New hire starting wage:

	7/1/2022 - 6/30/2027	
	Low	High
C	\$18.46	\$20.06
D	\$20.34	\$22.42
E	\$22.24	\$23.60

Year 2 (2023-2024)

- All employees receive a 3% increase

Year 3 (2024-2025)

- All employees receive an increase equal to CPI-U (ending Dec 31, 2023 with a minimum increase of 2.5% and a maximum increase of 5%

Year 4 (2025-2026)

- All employees receive an increase equal to CPI-U (ending Dec 31, 2024 with a minimum increase of 2.5% and a maximum increase of 5%

Year 5 (2026-2027)

- All employees receive an increase equal to CPI-U (ending Dec 31, 2025 with a minimum increase of 2.5% and a maximum increase of 5%

CPI-U is defined as the Dec-Dec CPI-U as applicable to the Property Tax Cap

Section 13.2. Initial Placement on Salary Schedule.

The initial starting wage of a new employee shall be determined by the Board based on the new employee's prior experience, and the available pool of applicants; provided, however, that absent substantial justification no new employee shall be placed at a rate higher than the highest rate of the range provided for the category for which they are hired. The hiring range for categories A-E is attached as Appendix A. The district shall notify the Union

President in writing when a new employee's initial salary exceeds the highest hire rate for that category as determined in Appendix A.

A bargaining unit employee may request a review of his/her hourly wage by his/her administrator in the event a newly hired employee of the same category is hired at a rate higher than the current employee in the same position or category provided the employee requests such review within (12) twelve months of the new employee's date of hire. The employee requesting such review shall have the right to meet with his/her administrator to discuss the reasons for the request. The employee may have a union representative present at such meeting. The administrator may recommend that the employee's hourly wage be increased to match the newly hired employee's wage, and such recommendation shall be retroactive to the new employee's hire date.

Section 13.3 Pay for Temporary Assignment to a Higher Pay Category.

The District may temporarily assign an employee to perform the duties of another job classification. An employee, who is temporarily assigned for more than five (5) aggregate working days or longer to a job classification in a higher pay category, starting with the sixth (6) working day will either be paid minimum hourly rate for the higher pay category or five (5%) percent above his/her current hourly rate for pay in his/her regular job classification, whichever is higher, if the employee actually assumes responsibility for performing the full range of duties in the higher pay category.

Section 13.4. Pay Rate Upon Promotion to a Higher Pay Category.

An employee who is promoted to a job classification in a higher pay category will be paid a wage that falls within the New Hire Starting Wage range of that category for the year in which they move to the new category as documented in Appendix A, or receive an increase of five (5) percent above his/her current hourly rate, whichever is higher.

Section 13.5. Effect of Demotion or Transfer on Salary Schedule Placement.

If an employee is either demoted or voluntarily transferred to a job classification in a lower pay category, the employee shall be placed at the highest entry level pay for the new category as indicated on Appendix A, or dropped 5% per pay category, whichever is higher. If an employee is involuntarily assigned by the District to a position within a lower pay category, or if their position is eliminated and they are moved to a position within a lower pay category, the employee will remain at the same rate of pay from his/her previous job classification.

Section 13.6. Extra Duty Pay.

Bargaining unit members shall receive the stipend for performing Extra Duties as designated in the provision for Extra Duty in Appendix E of the agreement between the District and the Lake Forest Education Association, provided that such duties are not a part of their regular job and to the extent that performance of such duties does not conflict with the Article 12.5 of the Teacher's Agreement, which gives preference to teachers who volunteer for such position.

Section 13.7. Asbestos Stipend.

Annually, if small asbestos abatement projects are identified, the asbestos stipend will be posted for the following fiscal year. This stipend requires the employee to undergo asbestos handling/abatement training in order to handle small asbestos abatement jobs within the district. By accepting the stipend, the employee will agree to complete the training and then handle the asbestos abatement jobs at the district. The annual stipend is \$3,000 and up to two (2) stipend positions may be needed for a total of \$6,000 paid each year.

ARTICLE 14

MISCELLANEOUS PROVISIONS

Section 14.1. Mileage Reimbursement.

An employee who is required to use his/her own personal automobile when on school business shall be reimbursed by the District at the applicable IRS mileage reimbursement rate.

Section 14.2. Uniform Allowance.

The District shall supply the following uniform items for non-probationary bargaining unit custodial and maintenance employees:

- | | |
|---|---|
| First time issue: | 3 pants or jeans, 3 shirts, 1 winter jacket, 1 pair of insulated coveralls and 2 pair of winter gloves. |
| Annually thereafter: | 6 articles of clothing as needed. |
| Every three years or as needed, whichever occurs first: | 1 winter jacket and 1 pair of insulated coveralls. |

The District shall supply three (3) uniform shirts and three (3) uniform pants to the Computer Technician annually.

Section 14.3. Labor-Management Committee.

At the request of either party, the Local Union President and the Superintendent or their designees shall meet at least quarterly to discuss matters of mutual concern. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least seven (7) days prior to the date of the meeting. A Labor-Management Committee meeting shall not be used for the purpose of discussing any matter that is being processed pursuant to the grievance procedure set forth in this Agreement or for the purpose of seeking to negotiate changes or additions to this Agreement. The Local Union President may invite other bargaining unit members (not to exceed four) to attend such meetings. The Superintendent may invite other District representatives (not to exceed four) to attend such meetings. An employee who is scheduled to work will notify the Superintendent prior to attendance at a meeting and if such attendance is approved by the Superintendent or designee, the employee will be permitted to attend the meeting during his/her regular hours of work with no loss of pay, provided that such approval shall not be unreasonably withheld.

Section 14.4. Precedence of Agreement.

If any subject or matter is covered by both this Agreement and the Classified Employees' Manual, the provisions of this Agreement shall govern and control said subject or matter

and the provisions of the Classified Employees' Manual with respect to said subject or matter shall not be applicable to employees covered by this Agreement.

Section 14.5. Reimbursement for Professional Development Career

Training.

Reimbursement for course work, workshops, adult education, business training seminars, conferences and courses that relate to increasing the professional development of the employee in his/her current assignment, if requested by the employee and approved by his/her supervisor or department head and the Superintendent or designee, is subject to the following provisions:

- a) Reimbursement may be made for the cost of tuition and required texts, lab fees and other materials for full participation in the course(s) provided by recognized institutions, adult education programs, business or government sponsored career training schools, seminars, workshops or conferences.
- b) If an employee's supervisor requests that the employee undertake a specific job related training course, upon successful completion of that course, the employee will be reimbursed 100%.
- c) If an employee requests a specific job related course and training and the request is approved by the employee's supervisor and the Superintendent, the District's financial participation shall not be less than the percentage of the total cost based upon years of service with the District:

Date of employment through year 2	50%
Years 3 through 5	75%
Years 6 and beyond	85%

If the employee does not continue employment with the District, reimbursement for current course work will not be reimbursed.

- d) The total reimbursement shall not exceed \$1,300 in any one fiscal year (July 1 through June 30), provided that this limit shall not apply to subsection b above.
- e) A signed written request for approval for job related course(s) or training must be submitted at least one week prior to the beginning of the course or training.
- f) When course work or career training sessions are undertaken, successful completion of the session shall be defined as submission of a grade report or certificate of successful completion from the institution or organization that the employee has successfully completed the course or training.
- g) Requests for reimbursement must be submitted within six (6) months after the last date of the course. To be acted upon, the employee must submit appropriate verification of the approved expenses (e.g., cancelled checks, credit card receipt, cash receipt, etc.).

- h) Unless specific approval is received from the Superintendent, an employee shall be in non-pay status while participating in approved job related course(s) or training.

Section 14.6. Employee Performance Evaluations.

Each nonprobationary bargaining unit employee shall be evaluated at least once each fiscal year. An employee shall have the right to submit a written response to his/her evaluation within ten (10) employee working days after receiving his/her evaluation. If there are serious performance problems with an employee, such performance problems shall be brought to the attention of the employee as soon as practical. Nothing in this Section shall be construed to interfere with the right of the District to discipline nonprobationary employees for just cause. In addition, new probationary employees will be evaluated within the first six (6) months of employment.

Section 14.7. Tool Allowance.

Employees in the following classifications who are required to use their own tools in the performance of their job shall receive a tool allowance, on a receipt required basis, in July of each year, in accordance with the following:

<u>Classification</u>	<u>Tool Allowance</u>
Computer Technician	\$300.00
Maintenance	\$300.00

Section 14.8. School Closure and E-Learning Days.

School Closure When schools are closed as a result of inclement weather, 12-month employees are expected to report for work; provided, however, they shall have the right to not report for work and use a personal day, unused vacation day or be in non-pay status for such day.

Unless otherwise specifically requested by their supervisor, 10-month employees are not assigned to work on days when schools are closed as a result of inclement weather, but they will be assigned to work on any makeup days that are scheduled. Ten month employees who do not work on days when schools are closed as a result of inclement weather shall receive their regular pay for the day or days in question and such payment shall be deemed an advance payment for any makeup days that are scheduled.

Employees who are expected to work, or who are requested to work, on days when schools are closed as a result of inclement weather will not be docked for reasonable tardiness due to the inclement weather. If twelve-month District employees are not required to work due to inclement weather, those employees requested to work will be paid double time.

E-Learning Days In the event that the Superintendent declares the need for an “E-Learning Day” due to inclement weather or unforeseen event, and all of the students are fully remote, the employee MAY be permitted to work remotely, however, the supervisor may direct the employees to conduct their duties on-site. Personnel in positions not eligible for remote work, should report to work, or use paid time off if available. If any District

employees are not required to work due to inclement weather, those employees requested to work will be paid double time.

Section 14.9. Summer Help.

Summer help positions, if any, shall be posted. If non-probationary 10-month bargaining unit employees request in writing to be considered for a posted summer help position by the deadline stated on the posting, such 10-month employees shall be given first consideration for such summer help positions for which they are determined to be qualified before high school or college students are hired. Any 10-month employees who are employed for summer help positions shall be paid the actual hours worked at the hourly rate established by the District for the summer position. Any hours worked in such summer position by a 10-month employee shall not be counted or used to change said employee's status to that of a full time employee; nor shall any such hours be counted for seniority purposes or for any other purpose.

Section 14.10. Retirement.

Eligibility

- Full time employee aged 55 years or older
- Completed a minimum of 10 consecutive years of service at Lake Forest School District 67
- Notifies the Superintendent or designee in writing in advance of the intended retirement date

A. Retirement Lump Sum Payments.

Retiring employees shall receive a post-retirement lump-sum severance payment of \$500 per year of service, with a cap of \$10,000. Unused comp time, personal leave days, and vacation days are distributed in cash payment included in last paycheck.

B. Compensation in Final 2 Years of Employment.

Employees shall have his/her compensation increased by 6% in the first 12 months (replacing annual raise) and another 6% in the final 12 months from the date of notice to the final date of employment. If the employee has already received their annual raise for the year, a new wage calculation will be developed based on the prior year's hourly wage increased by 6%

C. Health Insurance Coverage After Retirement.

The Board shall pay on the member's behalf \$2,500 per year toward the cost of single group hospital and medical insurance coverage (not on the District's plan) for ten (10) years or until the retiree is eligible for Medicare, whichever occurs first.

- a) **Health Insurance Coverage After Retirement.** For a full-time employee who has at least twelve (12) years of service in District 67, the last ten (10) of which are consecutive, and who submits to the board written notice to retire during the term of this Agreement (said notice to be submitted by July 1st of the fiscal year in which he/she is retiring), the Board shall pay on the member's behalf \$2,250 per year toward the cost of single group hospitalization medical insurance coverage (not on the District's plan) for ten (10) years or until the retiree is eligible for Medicare, whichever occurs first.

Section 14.11. Bus and Lunch Room Supervisory Duty. The assignment of an employee to bus and/or lunch room supervisory duties outside of an employee's regular hours of work shall be voluntary as long as there are sufficient volunteers in an individual school for such bus and/or supervisory duties. Time spent on such duties outside of an employee's regular hours of work shall be paid at a stipend of \$12.00 per hour. Such work outside of an employee's regular hours of work shall be considered a different job for purposes of the FLSA (Fair Labor Standards Act) and shall not be counted as hours of work for purposes of calculating eligibility for overtime pay.

Section 14.12. Pay for Education Advancement.

The District agrees to pay employees for the time they spend taking classes (authorized for reimbursement by the District under Section 14.5 b) outside of their regular working hours at the rate of double the employee's straight time pay.

Section 14.13. Pay Days.

Employees shall be paid every other Friday distributed through direct deposit to the account and institution of the employee's choosing. Ten month employees may elect to have their pay prorated over 26 pay periods, provided that such election is made once per year on a date designated by the District.

Section 14.14. Job Training Opportunities.

The District agrees that opportunities for training will be offered equitably to bargaining unit employees within each job classification.

Section 14.15. Job Descriptions.

One job description for each position in the bargaining unit shall be maintained by the District. The descriptions shall be reviewed and updated annually by a Job Description Committee composed of representatives of the District and the Union. Amendments to job descriptions must be approved by the Job Description Committee.

Section 14.16. Consolidation/Expansion of School Buildings and/or Redistricting During the Term of the Agreement.

The District agrees that, upon written request, it shall meet with the Union to negotiate regarding the impact on bargaining unit members of the consolidation and/or expansion of school facilities, which occurs during the term of this Agreement.

Section 14.17. Stipend for Additional Responsibilities Due to Major Construction.

Bargaining unit personnel assigned to perform responsibilities which are additional to their normally assigned duties as a result of major construction projects shall be paid a stipend in an amount to be determined by a labor/management committee prior to the completion of the project.

Section 14.18. Health and Safety Committee

SEIU will be included as active committee members (minimum of 2) on any established district health and safety committee.

ARTICLE 15

MANAGEMENT RIGHTS

Except as specifically modified by other articles of this Agreement, the Union recognizes the exclusive right of the District to make and implement decisions with respect to the operation and management of its operations in all respects. Such rights include but are not limited to the following: to plan, direct, control and determine all the operations and services of the District; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to transfer employees; to determine the methods, means, organization and number of personnel by which operations are conducted; to determine whether services are to be provided by employees covered by this Agreement or by other employees or non-employees not covered by this Agreement (provided that no employee shall be laid off as a result of any decision by the Board to subcontract any work performed by employees covered by this Agreement); to maintain discipline, order and efficiency; to make, alter and enforce rules, regulations, orders and policies (provided that only rules, regulations, orders and policies that are mandatory subjects of bargaining shall be subject to Article 5); to randomly test for drugs/alcohol or test in the case of reasonable suspicion by supervisor of drug/alcohol use; to establish, modify, combine or eliminate job classifications; to evaluate employees; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; and to carry out the mission of the District; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE 16

SAVINGS CLAUSE

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or court decision or legislation and the remaining parts or portions of this Agreement shall remain in full force and effect and the parties, upon the request of either party, shall meet to negotiate possible changes in the terms and conditions affected by such action.

ARTICLE 17

ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

The District and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waive the right, 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, including the impact of the District's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. In so agreeing, the parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 18

TERM AND DURATION

Unless otherwise specified herein, this Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 30th day of June, 2022. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the expiration date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than forty-five (45) days prior to the expiration date.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days' written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the expiration date set forth in the preceding paragraph.

Executed this 23rd day of January, 2018.

CITY OF LAKE FOREST
BOARD OF EDUCATION,
SCHOOL DISTRICT NO. 67

SERVICE EMPLOYEES
INTERNATIONAL UNION,
LOCAL 73, CTW.

Appendix A
Initial Placement on Salary Schedule

New Hire Starting Wage

	7/1/2022 - 6/30/2027	
	Low	High
C	\$18.46	\$20.06
D	\$20.34	\$22.42
E	\$22.24	\$23.60

The above categories include the following positions:

Category C: Custodian,
School Office Assistant, Attendance Assistant

Category D:
Administrative Assistant, Student Data/Testing Coordinator, Shipping and
Receiving/Media Processing Coordinator

Category E: IT Technician, Maintenance, Network Application Specialist, Lead
Custodian

* If former positions are re-activated, these positions will be incorporated into our
bargaining unit