

GLENBARD TOWNSHIP HIGH SCHOOL

DISTRICT 87

CONTRACT

Between the Board of Education, District 87

And

Service Employees' Union

Local 73

Change to Win (CTW)

July 1, 2020 through June 30, 2025



# SERVICE EMPLOYEES CONTRACT

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SERVICE EMPLOYEES OF GLENBARD TOWNSHIP HIGH SCHOOL DISTRICT 87

PREAMBLE

WHEREAS, the Board of Education and Union have endorsed voluntarily the practices and procedures of collective bargaining as a fair and orderly way of conducting the Board's relations with its employees in so far as such practices are appropriate to the obligation of the Board to retain the right to operate the school district in a responsible and efficient manner and are consistent with the paramount interests of the public and the students in the school system;

WHEREAS, the Board and the Service Employees International Union Local 73 recognize that this Agreement is not intended to modify any of the discretionary authority vested in the Board and the school district by the statutes of the State of Illinois; and

WHEREAS, it is the intention of the parties to this Agreement to provide, where not otherwise mandated by statute, for the salary structure, fringe benefits, and other conditions of employment of the employees covered by this Agreement to prevent interruptions of work and interference with the efficient operation of the school district and to provide an orderly and prompt method of handling and processing grievances;

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

ARTICLE I RECOGNITION

The Board recognizes the Union as the exclusive collective bargaining representative for the Building Engineer employees working at least six hundred (600) hours per year. It does not include any foremen. "Employee" shall mean those people included in the bargaining unit.

ARTICLE II NONDISCRIMINATION

1. Neither the Board nor the Union shall unlawfully discriminate against any employee on the basis of race, color, creed, religion, sex, sexual orientation, gender expression or identity, marital status, national origin or ancestry, age, disability, physical or mental handicap (including pregnancy) unrelated to ability, veteran, military status or an unfavorable discharge from service, or citizenship status provided the individual is authorized to work in the United States. Glenbard Township High School District 87 and the Union are committed to a workplace free of unlawful discrimination, harassment or retaliation as mandated under Title VI, Title IX, Section 504, the Age Discrimination Act, the Boy Scouts Act, and the Americans with Disabilities Act.

2. There shall be no discrimination against any employee for union activity or functioning as a steward, committee member, or other union official post.

### ARTICLE III MANAGEMENT RIGHTS

All management rights and functions, except those which are clearly and expressly abridged by this Agreement shall remain vested exclusively in the Board. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and functions include, but not limited to (1) full and exclusive control of the management of the District the supervision of all operations, the methods, processes, means and personnel by which any and all work will be performed, the control of property and the composition, assignment, direction and determination of the size and type of its working forces; (2) the right to determine the work to be done and the standards to be met by employees covered by this Agreement; (3) the right to change or introduce new operations, methods, processes, means or facilities, and the right to determine whether and to what extent work shall be performed by employees; (4) the right to hire, establish and change work schedules, set hours of work, establish, eliminate or change classification, assign, transfer, promote, demote, release and lay off employees; (5) the right to determine the qualifications of employees; and to suspend, discipline and discharge employees for just cause and otherwise to maintain an orderly, effective and efficient operation.

### ARTICLE IV ADMINISTRATIVE ORGANIZATION

These policies and actions shall be implemented by the Superintendent of Schools or designee(s).

### ARTICLE V GRIEVANCE PROCEDURE

#### Section 1 - Definition

A grievance shall be defined as a violation, misinterpretation or misapplication of the provisions of the document.

#### Section 2 - Procedure

To ensure prompt settlement of any grievance, all grievances must be handled in strict accordance with the following procedures, which shall be the sole and exclusive means of resolving such dispute.

#### Informal Step: To Assistant Principal for Operations

The employee will have five (5) working days to verbally file, discuss, and resolve a potential grievance.

#### Step 1: To Assistant Principal for Operations

The employee or local union must file a written grievance with the Assistant Principal for Operations (APO) within ten (10) working days after the occurrence of the event giving rise to the grievance. The APO will give a written answer within fifteen (15) working days after receipt of the written grievance.

## Step 2: To Principal or Administrative designee

The Local Union may, within fifteen (15) working days of the date of the answer at Step 1, file a written appeal with the Building Principal or the Administrative Designee in charge of building maintenance services. A meeting of the grievant, the Union Representative and the Building Principal or the Administrative Designee in charge of building maintenance services will be held at a mutually agreeable time, but no later than five (5) working days after the written grievance is received. A written answer will be sent to the grievant and steward within fifteen (15) working days of this meeting.

## Step 3: To the Superintendent

If the answer at Step 2 is not satisfactory, the employee or local union may, within five (5) working days following receipt of the answer from the Building Principal or the Administrative Designee in charge of building maintenance services, file a written appeal to the Superintendent who shall give an answer to said appeal within fifteen (15) working days of the appeal. The Superintendent will call a meeting of all parties concerned if deemed necessary. A grievance concerning all four schools may be brought to this level without being presented to the APOs but within the time limit specified in Step 1.

## Step 4: To the Board of Education

If the settlement in Step 3 is not satisfactory to the employee or the local union, the employee or the local union may file a written appeal with the Board within ten (10) working days following receipt of answer from the Superintendent, the written appeal shall be filed with the Superintendent. The Board will render a written decision within fifteen (15) working days of its next regular meeting provided the appeal is filed with the Superintendent at least seven (7) working days before the regular meeting. The Board will meet with all parties concerned if deemed necessary.

## Step 5: Arbitration

If the answer at Step 5 is unsatisfactory, the grievance may be submitted by the Union to binding arbitration within ten (10) working days after receipt of the Board's answer at Step 4. The parties shall attempt to agree upon an arbitrator within ten (10) working days after receipt of the notice of referral to arbitration. In the event the parties are unable to agree upon an arbitrator within the ten (10) working day period, the parties shall request an arbitrator from the Federal Mediation & Conciliation Service. The selection of the arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of the Contract. The arbitrator shall consider and decide only the specific issues raised in the written grievance and the replies thereto and shall have no authority to make any decisions or recommendation on any other issue not so raised. The arbitrator's decision shall be based solely upon interpretation of the meaning or application of the specific terms of this Contract in light of the facts presented. The fees of the arbitrator, and

the cost of attendance of a court reporter if requested by either party, shall be split between the parties. All other costs shall be borne by the party incurring the cost unless otherwise mutually agreed.

General: A union representative may be present at all of the grievance procedure if requested by the employee. Each grievance must state the specific provisions of the Contract alleged to have been violated and the facts upon which the grievant relies to establish the alleged violation. Grievances may not be modified after submission at Step 1, or Step 2, in the event of a grievance properly started at that step, without the mutual agreement of the parties. The time limits and procedures for grievance processing must be strictly followed. Failure of the grievant or the Union to meet any time shall bar further processing of the grievance. Failure of the Board or the administration to act in a timely manner shall permit the grievance to proceed to the next step. Any grievance not appealed after denial by the Board or the administration shall bar later filing of the same or substantially same grievance.

## ARTICLE VI WORK HOURS AND OVERTIME

### Section A. NORMAL WORKDAY AND WORKWEEK

1. The normal workweek shall consist of five (5) consecutive days, Monday through Friday. The normal workday shall consist of eight (8) consecutive hours, exclusive of a one half-hour lunch period for a total of 8.5 hours and there will be no split shifts. The rate of pay for overtime shall be one and one-half times the employee's regular hourly rate of pay. Time and one-half shall be paid for all work performed on Saturday, and double time shall be paid on Sunday, and any of the fourteen (14) holidays listed in Article XII. Overtime will be paid as expeditiously as possible in line with payroll cut-off dates.
2. Normal weekend building check performed by any member of the bargaining unit shall be paid at the prevailing overtime rate. Members will be guaranteed four (4) hours pay, with a minimum of two (2) hours of time spent in the building.
3. In cases of emergencies, breakdowns, snow removal, or regular call back, employees called for work shall be guaranteed four (4) hours of pay which will be compensated at the regular overtime rate if the hours worked are in excess of a normal work day. Employees scheduled to work on Saturdays, Sundays or Holidays shall be guaranteed four (4) hours of work.
4. Within the building, overtime work will be offered to full-time employees first. Assistant Principal of Operations will make determination of need for overtime with Director of Buildings making decision as to who overtime is offered.
5. The Board will permit rest periods in the amount of fifteen (15) minutes for each four (4) hours worked, or portion thereof, for relaxation and relief from fatigue.



6. Cancellation of Classes/ School Closing: In the event the school district cancels class/closes schools due to inclement weather, all Building Engineers are expected to make every effort to make it in to work. They will be paid at the rate of double time for all hours worked. If they are unable to make it in they will receive eight (8) hours of straight time pay without deduction in vacation, sick or personal time.

7. All Building Engineers shall be paid an additional 3% of their yearly wages for on-call pay which will be evenly distributed over their regular pay periods. This compensation covers situations when engineers are called to do work on their laptop to address building needs. They are expected to be on call. They must be available to respond as they are critical to building mechanical systems. In addition to the above, in the event the Building Engineer is required to report to the building, they will be paid at the prevailing wage rate in accordance with overtime and weekend work in section one (1) above, with a guarantee of no less than four (4) hours of pay to be paid to the engineer(s), regardless of whether or not the employee has worked forty hours in that week.

8. Compensatory Time (Comp-time): Employees at their discretion shall have the option of selecting compensatory time in lieu of overtime. At no time will an employee be required to work compensatory time. Compensatory time will be accrued/paid at the prevailing wage rate in accordance with overtime and weekend work in section one (1) above, regardless of whether or not the employee has worked forty hours in that week. Overtime worked that is booked as compensatory time off may be accumulated to a maximum of twenty-four (24) hours. Any hours earned after the maximum is reached will be paid as overtime in the next pay period.

An official ledger shall be kept with the amount of compensatory time each employee has accrued and upon request will be made available for inspection by the employee and/or the union. Upon separation from employment regardless of reason, an employee shall receive payment for all accrued compensatory time off which is unused.

## ARTICLE VII SENIORITY

### Section A.

1. New employees shall be subject to a ninety (90) calendar day probationary period before becoming regular employees. Upon completion of the probationary period, seniority shall be based on the last date of hire.

2. All regular employees shall have district seniority.

3. Regular employees who are assigned to a building shall have seniority for promotions, transfers, overtime, scheduling vacations, changing of shifts, and other job action in the building subject to qualifications.

4. Seniority is established by number of years employed in the district. Seniority shall apply to layoffs, and recalls from layoff or termination of employment of all

regular employees in the unit. Probationary employees can be laid off or terminated prior to becoming regular employees, if not qualified.

5. There shall be no bumping of regular employees from their current jobs regardless of seniority, except when Reduction in Force is applied, then seniority prevails.

6. Employees assigned to more than one building will be listed at the home school for seniority purposes.

#### ARTICLE VIII REDUCTION IN FORCE (RIF)

1. When the Board orders a reduction in force, it shall designate such reduction by job category. Employees shall be dismissed in an order inverse to their district seniority within each job category (i.e., the least senior employee in each category is the first to receive a layoff).

2. Involuntary transfers shall be made by the Board on the basis of inverse district seniority. (i.e., the least senior employee hired in the building shall be the first transferred).

#### ARTICLE IX INJURY ON THE JOB AND DISABILITY

##### 1. Injury on the Job

When an employee is absent from work because of an injury or illness incurred while in the course of employment, the employee may be entitled to receive Workers Compensation benefits. These provisions would not apply if the employee was violating work rules or Board Policy at the time of injury.

Subject to the provisions of the insurance carrier, the employee will receive and retain the Worker's Compensation payments (if offered from the insurance company), or participate in an IMRF Disability Plan. Payment will be made directly from the insurance carrier to the employee. No salary will be issued from Glenbard District 87 during the time Worker's Compensation payments are issued from the insurance carrier. During this period of time, subject to the provisions of the insurance carrier, health and life insurance coverage shall continue as if the employee were working full time. Payment of the premium shall be on the same basis as when the employee was injured. No sick leave will be deducted while an employee is receiving Worker's Compensation benefits.

##### 2. Non-Job Related Disability

a. If an employee appears to be disabled for reasons other than those which are job related, the employee shall exhaust all accumulated sick leave, earned vacation, and unused emergency leave days prior to application for IMRF disability benefits. At this point, the employee would make application for IMRF disability benefits. Determination of eligibility rests with the IMRF.

b. During the period the employee is using sick leave, vacation and emergency leave, the employee will receive full pay from the District. When all of the sick leave, vacation and emergency leave is exhausted, the District's salary payments to the employee will cease.

c. During the period the employee is receiving disability payments under the terms of IMRF, the employee may participate in the District's medical and life insurance plans, subject to the provisions of the insurance carrier, by paying full cost of the premiums. The employee will be eligible to continue this coverage for a period of one (1) year.

d. If the employee does not return to full time work within one (1) year from the date that disability was granted, the District reserves the right to terminate the employee.

e. No sick leave, vacation or emergency leave shall accrue while an employee is on a paid disability. From the date the employee returns to work, sick leave, vacation and emergency leave shall start to accrue.

#### ARTICLE X INSURANCE

##### 1. Health Insurance:

The Board will provide the same health insurance programs available to teachers. The board will pay 85% of the cost of the single insurance premium and 60% of the cost of the dependent insurance premium.

##### 2. Dental Insurance:

The Board will provide the same dental insurance program available to teachers. The Board will pay 100% of the cost of single dental coverage.

3. Any employee who retires and has worked for District 87 a minimum of eight (8) years, and who is fifty (55) years of age or older at retirement may participate in District 87's health/dental/life insurance plan until age sixty-five (65) at the employee's own expense, provided the employee is enrolled in the medical insurance plan at the time of retirement.

4. Retiree Insurance: Any employee who retires and has worked for District 87 a minimum of twenty (20) years and who is fifty-five (55) years of age or older at retirement shall be entitled to participate in the health/dental/life insurance program that active SEIU members participate in until the employee's sixty-fifth (65<sup>th</sup>) birthday. The Board shall pay the same cost of the group insurance programs which provides the same level of benefits for single or family coverage as it provides for **active SEIU members**.

5. A group life insurance program shall apply to all employees providing the employee \$60,000 life insurance with the Board assuming the total cost of such insurance.

6. All employees are covered under the Worker's Compensation Law for accidents, injuries, or diseases that are job related. All injuries must be reported immediately to the supervisor with the two parties completing and the supervisor signing "Employer's First Report" (Form 45) and the District Accident Form as soon as possible.

ARTICLE XI WAGES AND JOB DESCRIPTION

The wage rate for the purpose of computing overtime is shown in Exhibit “A” attached hereto.

ARTICLE XII HOLIDAYS

1. The following holidays will be observed without loss of pay for all employees covered by this Agreement and subject to provisions in Paragraph 2 of this Agreement:

- a. Independence Day (July 4)
- b. Labor Day (First Monday in September)
- c. Columbus Day (Second Monday in October)
- d. Veterans’ Day
- e. Thanksgiving Day (Fourth Thursday in November)
- f. Friday after Thanksgiving Day
- g. Christmas Eve (December 24)
- h. Christmas Day (December 25)
- i. New Year’s Eve (December 31)
- j. New Year’s Day (January 1)
- k. Presidents Day
- l. Spring Holiday
- m. Memorial Day
- n. Martin Luther King’s Birthday

The above holidays will be available as paid holidays only if they are holidays celebrated by the School District. However, the number of paid holidays shall not decrease below the current number of fourteen (14) and should one of the listed holidays not be celebrated by the District, the employee shall be given a “floating” holiday in its place.

2. When one (1) or more of the fourteen (14) holidays listed in Article XIII, Paragraph 1, falls on a weekend, the last working day(s) will be granted as a day(s) off if school is not in session. When one (1) or more of the fourteen (14) holidays listed in Article XIII, Paragraph 1, falls on a weekend prior to which school was in session, the holiday will become a vacation day to be taken on a mutually acceptable date.

3. A holiday falling within a vacation period shall be added to the employee’s vacation period. A holiday occurring while an employee is on leave of absence for sickness or injury shall not count against sick leave.

4. In order to qualify for pay on any approved holidays, an employee must have worked the scheduled work days immediately preceding and following the holiday unless the employee is absent with the approval of the Assistant Principal of Operations.

5. Any employee needed to protect or service the buildings may be called in by being notified forty-eight (48) hours in advance of the holiday, but shall in addition to regular pay be paid the regular overtime rate.

6. The hours paid for a holiday not worked will be counted as a working day in computing overtime.

ARTICLE XIII SICK LEAVE

1. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. The immediate family for purposes of this section shall include: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardian.

2. Employees are entitled to sick leave at the rate of fifteen (15) days per year without loss of pay if sickness is not a violation of work rules or Board Policy. Accumulation shall be limited to one full working year (261 days).

3. The APO may request a doctor's certificate justifying the absence if any employee is absent for more than three (3) consecutive work days and/or if there is a pattern of abuse of the use of sick leave. If an employee refuses to bring such documentation, this may be cause for discipline to be initiated under Article XXIII, Dismissal and Suspension without Pay of Non-Probationary, Regular Employees. Inappropriate use or misuse of sick leave will lead to discipline.

4. Employees are awarded fifteen (15) sick days per year on July 1 of each year. Employees beginning employment after July 1 will have their sick leave pro-rated accordingly for the first year of employment.

Hire Date:	Sick leave granted
July	15 days
August	14 days
September	13 days
October	12 days
November	11 days
December	10 days
January	9 days
February	6 days
March	5 days
April	4 days
May	3 days
June	1 day

5. An individual sick leave record for each employee will be kept in the office of the Assistant Superintendent for Human Resources and Student Services. Each employee shall be notified at the beginning of the fiscal year the total number of days

of accumulated and unused sick leave. Any employee not receiving Workers Compensation or disability benefits, and whose sick leave has expired may have employment terminated thirty (30) calendar days after the expiration of sick leave. The school will notify employees in writing the date such leave expires.

6. It is the responsibility of the employee when absence is necessary to notify the APO at least four (4) hours before the start of the work shift (except in case of extreme emergency such as sudden and catastrophic illness, accident on way to work, etc.) giving the reason for such absence. Employees who work the first shift shall report their absence as far in advance as possible, but no later than one (1) hour prior to the start of their shift. If the message is left on the answering machine, the employee must make one more attempt to contact the Assistant Principal for Operations, personally, during the shift. Failure to follow this procedure may result in loss of pay and/or discipline.

7. No employee may leave his/her assignment except at the completion of the day's work period unless the employee reports to the APO on duty or designee. If the employee is unable to locate the APO and the employee must leave the assignment for an emergency, the employee must leave a message with the time card explaining the reason for an early departure.

#### ARTICLE XIV PERSONAL LEAVE

Two (2) days per year will be allowed for personal leave. This may be used for personal business which cannot reasonably be conducted during a time other than working hours according to the following procedures:

1. Personal leave requires, except in unforeseen and/or unavoidable circumstances, at least one (1) day advance notice to building Assistant Principal for Operations or the designated representative.
2. Personal leave is to be used for sound, pressing, and unavoidable reasons only. The employee taking such leave is required to state the reason for taking such leave of a preprinted form when leave is requested, that shall be signed by the employee and approved by APO.
3. Personal leave days are not to be used immediately before or after a holiday, vacation period, or during the first or last week of the school year except for circumstances that are beyond the control of the employee and cannot be reasonably anticipated.
4. Should personal leave be used improperly, it will result in the loss of salary for the day, or days in question or other disciplinary action.

ARTICLE XV JURY DUTY

1. An employee called for jury duty will be granted special leave to fulfill such duty at full pay.
2. An employee may retain jury duty pay for travel, food, and other expenses incurred in performing such jury duty. Other compensation for jury duty will be endorsed to High School District 87.
3. An employee's regular compensation continues while on jury duty.

ARTICLE XVI RESERVE DUTY

An employee, who is a member of an armed service reserve or National Guard unit when called for summer camp or special duty, may be granted special leave up to thirty (30) calendar days to fulfill such duty. No deduction will be made from sick leave. The employee will retain his armed services compensation but will not be compensated by the Board of Education during this period of duty.

ARTICLE XVII VACATIONS

1. Employees will be granted vacation leave after completing one year or part of year on the following basis:

Hire Date	Annual Vacation
July, August, September	10 working days
October	9 working days
November	8 working days
December	7 working days
January	6 working days
February	5 working days
March	4 working days
April	3 working days
May	2 working days
June	1 working day

Also, any person hired in July, August or September will be considered to have been employed one year on the following July 1.

2. Vacation Allotments

Upon start of 2- 4 years of service	10 working days
Upon start of 5 - 10 years of service	15 working days
Upon start of 11 - 18 years of service	20 working days
Upon start of 19 years and more	25 working days



3. The working year is considered to be from July 1 through June 30. Vacation earned during one year may be taken after July 1 of the next year, and vacations may be split. Partial vacation of less than one week, (e.g. one day, or less than one day) up to one week at a time (e.g. five consecutive days) may be taken with two (2) days notice. Earned vacation cannot be accumulated. Employees may not take more than three (3) consecutive weeks of vacation at a time unless otherwise authorized. Employees may elect to work up to one-half of their earned vacation and receive regular pay in addition to their vacation pay for the hours worked. Upon request of an employee, a separate vacation check will be issued. All vacation requests will be approved by the APO in consultation with the building Principal or the administrative designee in charge of building custodial maintenance services. Each employee will be granted his/her preference provided such arrangement does not interfere with the operation of the plant. Any conflict of time shall be settled on the basis of seniority.

4. Vacations shall be granted to all employees at all building locations pursuant to the terms set forth above.

5. Upon separation from employment, vacation time earned but not used will be paid at the employee's current salary rate.

ARTICLE XVIII CHECK OFF

1. Checkoff: Upon receipt of a lawfully executed written authorization from an employee, the Board shall, during the term of this Agreement or until such authorization is revoked in accordance with its terms, deduct the regular monthly union membership dues, initiation fees, and assessments of such employee from the monthly paychecks and shall once a month remit such deductions to the official designated by the Union in writing to receive same. The Union shall notify the Board in writing of the exact amount of regular monthly membership dues to be deducted. The authorization provided for by this section shall conform to all applicable federal and state laws. The Union shall refund to the Board or to the employee any dues which may be deducted erroneously or any monies which may be rendered erroneously to the Union.

2. Indemnification: The Union agrees to indemnify and hold the Board harmless against any and all claims, suits, orders, or judgments against the Board resulting from any action taken or not taken by the Board pursuant to any written communication from the Union under the provisions of this Article.

3. C.O.P.E.: Upon receipt of a lawfully executed, written authorization from an employee, the District shall, during the term of this Agreement or until such authority is revoked by the employee in writing, deduct voluntary employee contributions to the S.E.I.U. Committee on Political Education (C.O.P.E.), managed and operated by the union, in the amounts designated by the employee. Such deduction or deductions shall be made in twenty-four (24) equal installments and shall be remitted by the District to the Union official designated by the union in

writing to receive such funds. Employees who are hired after the first pay period of the fiscal year will have the deduction prorated for the remainder of the year. The S.E.I.U. Committee on Political Education shall refund to the District or to the employee any contributions which may be deducted erroneously or any monies which may be remitted erroneously.

4. New Employee Orientation: The District agrees to make available to the Union a list of all new employees hired within the bargaining unit. The District also agrees to furnish the Union with a new hire's home address, date of hire and telephone number. Up to one (1) hour shall be granted for one (1) Union Representative to make a presentation at a new employee's orientation on behalf of the Union for the purpose of identifying the organization's representation status, organizational benefits, facilities, related information, and distributing and collecting membership applications. This time is not to be used for discussion of labor-management disputes. The Employer will provide the Union reasonable notice of the place and time of meetings for the orientation of new employees. All new employees shall be offered the opportunity to attend a new employee orientation.

#### ARTICLE XIX STEWARD AND GRIEVANCE REVIEW COMMITTEE

A steward shall be selected by the Union and recognized by the Employer.

The steward may, by mutual agreement, leave his/her assigned work station to investigate grievances and attend grievance and disciplinary meetings. The steward must obtain prior permission from his/her supervisor before leaving the steward's work duties, which, in turn, shall not be unreasonably denied.

#### ARTICLE XX WORKLOAD CAPACITY AND EVALUATION

1. It shall be the policy of the Board not to schedule a workload beyond the capacity of each individual employee. However, the employee must be able to perform all the tasks enumerated in the job description to the satisfaction of the building Principal or designee. Adjustments in workloads which are felt to adversely affect the physical and/or mental capacity of an employee may be taken to the Grievance Procedure.

2. No employee will be required to perform duties which adversely affect his health and safety.

3. An evaluation of every employee will be made by the supervisor a minimum of one (1) time each year. The employee will receive a copy of each evaluation for which the employee will sign to indicate only that it has been received. If, after having reviewed the evaluation, the employee feels the need to discuss the evaluation, the employee may request such a meeting with the immediate superior. This request must be made within three (3) working days following the receipt of the evaluation. The employee may have representation of his/her choice available at the meeting.

## ARTICLE XXI RETIREMENT FUND

1. All operating employees are under the provisions of the Illinois Municipal Retirement Fund.
2. Pickup of contributions to the Illinois Municipal Retirement Fund (IMRF) shall be made in accordance with the Illinois Pension Code and the resolution entitled "IMRF Pickup" adopted by the Board on April 9, 1984.
3. Complete information regarding benefits under the fund may be secured from the business office.
4. All employees will be retired from service at the end of the school year in which they reach the age of seventy (70) years.

## ARTICLE XXII DISMISSAL AND SUSPENSION WITHOUT PAY OF NON-PROBATIONARY EMPLOYEES

1. Employees may be suspended without pay and dismissed for just cause upon the recommendation of the Building Principal or the administrative designee in charge of building custodial/maintenance services subject to the grievance procedure. Progressive discipline will be followed whenever possible when the disciplinary action of suspension without pay or dismissal is taken.
2. Prior to suspension without pay and/or dismissal, the employee shall be given written notice of his/her unsatisfactory performance and/or work rule violation, and an opportunity to meet with the immediate supervisor and the Building Principal or administrative designee to present the employee's reasons why he/she should not be disciplined. Upon the employee's request, a Union Representative may accompany the employee at this meeting. Reasonable efforts will be made to arrange a mutually acceptable date and time to meet. In all cases the meeting will take place within 5 work days of receipt of the written notice. Failure of employee or Union to attend will be considered a waiver of the right to meet and the discipline will be administered.
3. None of the provisions of this Article apply to employees during their probationary period of employment.

## ARTICLE XXIII MISCELLANEOUS

1. Employees shall have access to records concerning payment of their salary and deductions there from. Also personnel records concerning employment, except confidential recommendations, shall be available within three (3) working days. Any request for such records shall occur during business hours. A member of the administration must be present and the employee may not remove anything from the files.
2. An employee's eating area shall be provided for employees.

3. Employees represented by the bargaining unit shall have access to a bulletin board conveniently located for posting of meeting notices and other information of interest to its members. Job postings will be posted at each site.

4. All employees who retire after the age of fifty-five (55) and have worked in the district eight (8) years or more will receive \$300 for each full year of continuous employment with the District. This sum of money will be paid in a lump sum post retirement.

5. Each new employee shall be furnished five (5) new uniforms at the beginning of each year and continuing employees shall be furnished two (2) uniforms at the beginning of each year. Two (2) uniforms is defined as two (2) shirts and two (2) pair of pants only. The employee is responsible for the laundering of these uniforms and will receive \$250 each July toward the costs of maintaining and laundering these uniforms. Any new employee issued uniforms who leaves the employment of District 87 within the first year must return the uniforms or have the cost of the uniforms deducted from the last paycheck. Maintenance Specialists may receive one (1) pair of coveralls in addition to the two (2) uniforms per year. If a Maintenance Specialist requests insulated coveralls in lieu of regular coveralls, the employee shall pay the difference.

The Board will provide safety gloves, glasses and shoes. These will be replaced at the Board's expense after reasonable wear and tear.

6. Employees required to attend training sessions shall be compensated for attendance plus any expenses in connection thereto.

7. One (1) employee from each building may have up to two (2) days of paid leave for the purpose of attending job related seminars or pension improvement programs. Any such leave must be approved by the APO.

8. An employee may attend a union meeting without pay if the workload permits and if approved by the Assistant Superintendent for Human Resources.

9. Tuition reimbursement for each employee completing a program or course and providing such documentation to the District shall be reimbursed up to \$400.00 per year.

10. All employees will be paid by direct deposit. All employees must complete the required direct deposit form by June 1, 2015.

#### ARTICLE XXIV FAIR SHARE AGREEMENT

No employee shall be requested to join the Union as a condition of employment. However, during the term of this Agreement all non-members covered by this Agreement and those employees first hired by this District on a date after the effective date of "Agreement" shall be required to pay a fair share fee to the Union. After certification as provided below, such fair share fees shall be deducted by the

Board from the earnings of the nonmember in an amount not to exceed one hour per paycheck, and paid to the Union by the 15<sup>th</sup> of each month.

The fair share fee is for the purpose of deferring the costs of services tendered by the Union to nonmembers, including, but not limited to, negotiating and administering this Agreement. Periodically the Union shall certify the amount of this fair share fee which fee may not include any fees for contributions related to the election or support of any candidate for political office nor may such fair share fee exceed the dues uniformly required of Union members.

This certification must be written and signed by the President/Union Representative of Local 1 of the Union and must include a clear statement of the fact that the fair share fee so certified does not include any sum for contributions related to the election or support of any political candidate or party. The Board may require the Union to submit appropriate financial documents demonstrating the method of calculation of the fair share fee. No employee shall be required to pay the fee, nor shall the Board be required to deduct the fee, until the certification documents required herein are submitted to the Board. Any employee required by this clause to pay a fair share fee, who, based upon bona fide religious tenets or teachings, objects to payment of the fee, shall not be required to pay it.

The Union shall indemnify, defend and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability or loss including, but not limited to, damages, attorneys' fee, and costs that shall arise out of or by reason of action taken by the Board for the purpose of complying with the above provision of this clause, or in reliance on any list, notice, certification, affidavit or assignment furnished under any of such provisions.

#### ARTICLE XXV NO STRIKE CLAUSE

During the term of this Agreement, neither the Union nor its agents nor any employee for any reason will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, strike, or any other interference with the work, and statutory functions or obligations of the Board. The Union agrees to nullify all local officers and representatives of the' obligation and responsibility for maintaining compliance with this Article, including the irresponsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating this Article to return to work.

#### ARTICLE XXVI EQUIPMENT PURCHASES

Each Building Engineer employee shall meet with the building APO to discuss equipment purchases.

#### ARTICLE XXVII BARGAINING DURING TERM OF CONTRACT

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 regarding the employees covered by this Agreement and that the understandings and agreements arrived at by the parties hereto after the exercise of that right and opportunity are fully set forth in this Agreement. Therefore, the School Board and the Union for the life of this Agreement each voluntarily and unqualifiedly waives its right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter whether or not specifically referred to or covered by this Agreement even though the subject may or may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement; provided, however, the parties may mutually agree to negotiate during the term of this Agreement. Any proposed changes to this Agreement shall be subject to a vote of ratification by membership of the Union.

ARTICLE XXIX DURATION AND TERMINATION

This Agreement shall constitute the entire Agreement between the Board and the Union and concludes collective bargaining.

This agreement shall be in effect from the date of execution hereof, July 1, 2020, through June 30, 2025, and from year to year thereafter unless either party gives written notice on or before March 1, 2025, and on or before any March 1 thereafter, of its desire to modify or terminate this Agreement.

This Agreement is signed this 27 day of APRIL, 2020.

In Witness Whereof:

For the Board of Education, School District 87, DuPage County, Illinois

Judith Weinstock  
Judith Weinstock, President

4/27/20  
Date

For Local 73 Service Employees International Union, CTW

[Signature]  
SEIU President

4/28/2020  
Date

[Signature]  
SEIU Representative

10/8/2020  
Date

[Signature]

10/19/2020



APPENDIX A

**Building Engineer**

Wages: All Building Engineers will receive increases to the previous year's hourly rate each year of the five (5) year contract per the schedule below.

The 2019-2020 hourly wage is \$34.60.

Year 1	2020-2021	5%	increase	\$36.33
Year 2	2021-2022	5%	increase	\$38.14
Year 3	2022-2023	.85 of CPI*	increase	\$TBD
Year 4	2023-2024	.85 of CPI*	increase	\$TBD
Year 5	2024-2025	.85 of CPI*	increase	\$TBD

\*Minimum of 2% increase



APPENDIX B

LOCAL 73 GRIEVANCE REPORT

GLENBARD TOWNSHIP HIGH SCHOOL DISTRICT 87

Submit to Assistant Principal for Operations (APO)(copies for APO, Building Principal, Assistant Superintendent for Human Resources, Local 73 President, union steward). See Article V of Contract.

Building	Assignment	Name of Grievant	Date Filed
_____	_____	_____	_____

**INFORMAL STEP** – (employee to APO)

Employee will have five (5) days to verbally file, discuss, and resolve a potential grievance.

Date: \_\_\_\_\_

**STEP I** – (submit this form to APO)

- A. Date cause of grievance occurred: \_\_\_\_\_
- B. Statement of Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- C. List article(s) or section (s) of Contract violated: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- D. Relief sought: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Grievant Signature Date

THE FOLLOWING INFORMATION IS INCLUDED FOR  
CONVENIENCE ONLY, THE INFORMATION IS NOT  
PART OF THE CONTRACT

## NON-PROBATIONARY BUILDING ENGINEER WORK RULES

**INTRODUCTION:** The Administration hopes this will serve as a step towards unifying our four schools in order to form a more consistent guide in which to follow. We believe that if our employees understand what is expected of them they have a greater chance of working successfully at the School District.

**SUBJECT:** Progressive discipline for non-probationary hourly employees.

**GENERAL:** The purpose of these work rules is to provide guidelines for the fair and consistent treatment of all non employees. This document does not supersede the terms and conditions contained in the appropriate labor agreement. It is the policy of Glenbard Township School District 87 to encourage and recognize good performance whenever possible, and to administer corrective discipline only when necessary to improve poor performance, increase overall productivity, and/or to insure safe and efficient operations.

In general, the School District expects all employees to give reasonable and productive efforts on the job whenever they are being paid by the School District. Employees are required to adhere to job and District related instructions by their supervisors, observe good safety practices at all times, along with being responsible for maintaining School District property within their assignment areas. Consistent high standards are expected of all employees and reliable attendance patterns shall be part of these standards. Employees are expected to inform management whenever they feel a situation exists that could jeopardize the health and safety of employees and/or students.

The basic approach to the School District's responsibility to maintain its standards is through PROGRESSIVE DISCIPLINE. Discipline may range from timely warnings for minor infraction, to suspensions without pay and/or discharge for serious offenses or repeated infractions.

**PROCEDURES:** In the event an employee demonstrates willful, negligent or below standard performance, including insubordination, he/she will be disciplined as follows:

### Group 1

On the one-year anniversary date of each offense, on its one-year anniversary, that notice will be removed and not counted against an individual for the purpose of counting toward disciplinary action.

## Group 2

Since Group 2 offenses are more serious than Group 1 offenses, all materials related to such offenses shall remain in an individual's personnel file for three years after which time shall be removed.

## Group 3

Whenever an infraction occurs in one of these rules and regulations, an employee is subject to discharge.

### ADMINISTRATION:

The School District reserves the right to weigh each case, taking into consideration the individual merits of each situation and acting accordingly.

Any special considerations that may cause a change in one of the listed areas of CORRECTIVE DISCIPLINE must be reviewed and approved in writing by the Assistant Superintendent for Human Resources, and placed in the employee's personnel file.

The School District reserves the right to increase, modify, change and/or amend these work rules at any time, and shall retain the sole discretion as to implementation and application of the School District's work rules. When changes are made they will be reviewed with the employees and the employees' Union representative.

## GROUP 1

First Offense

Verbal Warning

Second Offense

Written Warning Notice

Third Offense

Three Day Suspension Without Pay

Fourth Offense

Discharge

Group 1 Work Rules include:

1. Unexcused absences (includes excessive tardiness as determined by the Administration, not showing up and leaving early).

### a. ABSENTEEISM

The nature of our work requires employees to attend regularly and timely as scheduled. If an employee is unable to report to work, he/she is required to call the Assistant Principal for Operations/APO no later than four hours before his scheduled work time. If a message is left on answering machine, the employee must

also contact Assistant Principal for Operations at beginning of his/her shift. The employee is to give an explanation for his/her absence. The APO or appropriate supervisor will make a determination if an absence even with a call is unexcused.

Any employee who is absent without calling telephoning the Assistant Principal for Operations or reporting his absence for three (3) consecutive days will not be entitled to a verbal warning but will be considered to have voluntarily quit his/her employment, unless unusual circumstances warrant a different decision as determined by the Administration.

#### b. TARDINESS/FAILURE TO COMPLETE SHIFT OR LEAVE EARLY

As with absenteeism, tardiness or leaving the job early can cause the District and fellow employees undue hardship. These can reach the point of rendering an employee no longer suitable for employment. An employee is considered tardy if he/she is not at his/her workstation prepared to begin working at the time specified at the beginning of the workday.

#### c. OVERSTAYING LEAVES OF ABSENCE OR VACATIONS

Overstaying vacations and leaves of absence falls into the category of absenteeism. Management judges this situation as any absenteeism case, and an individual may be discharged or considered to have voluntarily quit upon determining the circumstances involved in each situation.

1. Creating or contributing to unsafe or unsanitary conditions.
2. Inappropriate conduct on School Property.
3. Stopping work before designated time for break period, lunch period or quitting time.
4. Failure to start work promptly at start of workday, end of lunch period or breaks.
5. Loafing.
6. Incompetence - failing to complete assignments in an acceptable and timely manner.
7. Failure to have and keep the School District informed as to a current home street address and home telephone number.
8. Failure to report accident and/or injury within 24 hours in which the employee was involved.
9. Parking in unauthorized area.
10. Smoking on School Property.

11. Performing personal work on School District time, or without authorization from the management.
12. Solicitation on School District time and distribution of literature on School District property without approval of management.
13. Reporting to work without the uniform. Reporting to work in the winter season without the appropriate winter clothing.
14. Reading personal materials on the job or using computers.

#### GROUP 2

First Offense      Three Day Suspension Without Pay

Second Offense    Discharge

Group 2 Work Rules include:

1. Removing or defacing School District documents, files, estimates, signs, notices or property.
2. Threatening, intimidating or coercing fellow employees, including management personnel and/or the use of abusive language (management personnel shall not engage in this behavior either).
3. Careless abuse of School District property, equipment or tools.
4. Unauthorized use or removal of School District property, including tools and equipment.
5. Deliberately restricting work output.
6. Sleeping on the job
7. Failing to disclose or concealing defective work.
8. Insubordination.
9. Carelessness or neglect in observing School District safety rules and disregarding
10. Failure to follow established building security procedures including setting electronic surveillance equipment and securing all appropriate doors and windows as designated by the appropriate supervisor.

## GROUP 3

First Offense      Discharge

Group 3 Work Rules include:

1. Deliberate non-performance of assigned duties.
2. Deliberate damage or wasting of property, tools, equipment or materials of the School District or of another employee including computer data or materials of School District or another employee.
3. Gross insubordination: Such as the refusal to work or refusal to carry out reasonable orders of supervisor.
4. Falsification of records (application, time cards, vouchers, etc.) This includes misrepresentation of facts to obtain employment.
5. Giving false testimony when School District accidents are being investigated.
6. Reporting for work or working while under the influence of alcohol, drugs or narcotics, or illegal controlled substances.
7. Gambling on School District property.
8. Leaving the assigned building during work time without permission.
9. Fighting on School District property, including hitting a supervisor.
10. Theft of property of employees.
11. Theft of School District property (property, merchandise and/or cash), removal from the School District premises of any articles without authorization from the appropriate supervisor.
12. Possession of alcohol, drugs, any illegal controlled substance or look alike substance or weapons on School District property.
13. Revealing any School District confidential information (i.e. student or personnel files, confidential correspondence, contracts, etc.) to any unauthorized individual.
14. Misconduct outside of the School District which affects the employee's ability to work effectively, upon reviewing the circumstance of each situation.

## CONCLUSION

The Management of the School District hopes these work rules will give you a better understanding of your working conditions. The School District wants to keep current with its guidelines, practices and procedures. These rules and regulations are meant

to develop a consistent progressive process for our employees in all buildings. The Management encourages suggestions and/or recommendations, which should be directed to the Assistant Superintendent for Human Resources through your supervisor. Together we can continue to make the School District a safe and pleasant place to work.



## **GLENBARD TOWNSHIP HIGH SCHOOL DISTRICT 87**

### **JOB DESCRIPTION**

**POSITION:** Building Engineer

**QUALIFICATIONS:** High School diploma and HVAC licensing (preferred).

Have experience on boilers equivalent to 10 pounds per square inch.

Should be neat, thorough, industrious, and have knowledge of heating, cooling, and ventilation in procedure and equipment.

Have the ability to read and comprehend directions and labels on products, equipment and supplies.

**REPORTS TO:** Assistant Principal for Operations

#### **ESSENTIAL FUNCTIONS AND GENERAL RESPONSIBILITIES (not all inclusive):**

- Ensures that the building is open and ready for occupancy each day.
- Makes sure all mechanical units are functioning properly.
- Performs specific tasks that are part of standard maintenance procedures established by the Assistant Principal for Operations and the Building Administrators.
- Follows directions on products and equipment as directed in a safe and appropriate manner.
- Follows supervisor's oral and written directions promptly and correctly.
- Exhibits punctuality and good attendance.
- Works alone in the following situations: upon ladders of various lengths; with equipment and chemicals, which can be hazardous when not properly handled; and standing upon rooftops.
- Presents and maintains a positive attitude with all staff, students and public.
- Works cooperatively with others to support all district functions.
- Operates, lubricates and maintains controls for heating and ventilating equipment as well as pumps throughout the building and keeps detailed records of each.

- Recognizes malfunctioning or defective equipment and reports problems to the Assistant Principal for Operations if it cannot be remedied.
- Cleans and prepares boiler for annual inspection.
- Cleans and repairs chillers on an annual basis.
- Cleans or replaces filters on equipment connected with the heating and ventilating equipment.
- Records fuel consumption (gas, oil, electric, and/or other consumption).
- Cleans and maintains cooling towers for air conditioning units (where installed). (This activity involves bending, pulling and/or pushing weights in excess of 50 lbs.).
- Maintains all closed water systems in correct chemical analysis.
- Uses initiative and judgment in effecting emergency repairs.
- Does other assigned maintenance and/or emergency duties requested by Assistant Principal for Operations.
- Works cooperatively with outside contractors.

## CHANGES TO SEIU 2020-2025 CONTRACT

### ARTICLE I RECOGNITION

The Board recognizes the Union as the exclusive collective bargaining representative for the District Engineer employees working at least six hundred (600) hours per year. It does not include any foremen. "District Engineer" includes the Electrician, Plumber/Pipefitter and HVAC Technician. "Employee" shall mean those people included in the bargaining unit.

### ARTICLE VI WORK HOURS AND OVERTIME

#### Section A. NORMAL WORKDAY AND WORKWEEK

6. Cancellation of Classes/ School Closing: In the event the school district cancels class/closes schools due to inclement weather, all District Engineers are expected to make every effort to make it in to work. They will be paid at the rate of double time for all hours worked. If they are unable to make it in they will receive eight (8) hours of straight time pay without deduction in vacation, sick or personal time.

7. All District Engineers shall be paid an additional 3% of their yearly wages for on-call pay which will be evenly distributed over their regular pay periods. This compensation covers situations when engineers are called to do work on their laptop to address building needs. They are expected to be on call. They must be available to respond as they are critical to building mechanical systems. In addition to the above, in the event the District Engineer is required to report to the building, they will be paid at the prevailing wage rate in accordance with overtime and weekend work in section one (1) above, with a guarantee of no less than four (4) hours of pay to be paid to the engineer(s), regardless of whether or not the employee has worked forty hours in that week.

### ARTICLE XXIII MISCELLANEOUS

4. All employees who retire after the age of fifty-five (55) and have worked in the district eight (8) years or more will

receive \$300 for each full year of continuous employment with the District. This sum of money will be paid in a lump sum post retirement.

A retirement enhancement for the 2024-2025 school year only is available for all employees who retire after the age of fifty-five (55) who are eligible to receive an IMRF Pension and have worked in the district eight (8) years or more will receive \$10,000 plus \$300 for each full year of continuous employment with the District. This sum of money will be paid in a lump sum post retirement. Notice of retirement must be filed between September 1, 2024 and October 31, 2024 and retirement must occur between December 31, 2024 and June 30, 2025.

ARTICLE XXVI EQUIPMENT PURCHASES

Each District Engineer employee shall meet with the building APO to discuss equipment purchases.

APPENDIX A

**District Engineer**

Wages: All District Engineers will receive increases to the previous year's hourly rate each year of the five (5) year contract per the schedule below.

The 2019-2020 hourly wage is \$34.60.

Year 1	2020-2021	5%	increase	\$36.33
Year 2	2021-2022	5%	increase	\$38.14
Year 3	2022-2023	.85 of CPI*	increase	\$TBD
Year 4	2023-2024	.85 of CPI*	increase	\$TBD
Year 5	2024-2025	5%	increase	\$45.91

\*Minimum of 2% increase

**Memorandum of Agreement**

**Between**

**Service Employees International Union, Local 73, CTW**

**and**

**The Board of Education, Glenbard Township High**

**School District 87**

The parties have met to negotiate appropriate additions and amendments to their current 2020-2025 Contract and have agreed to the following changes. The following includes new language replacing current language and language completely new to the Agreement.

Agreed to this 26<sup>th</sup> day of August, 2024.

For the Board of Education, School District 87, DuPage County, Illinois



\_\_\_\_\_  
Margaret DeLaRosa, President

08/26/2024  
Date

For Service Employees International Union Local 73, CTW



\_\_\_\_\_  
SEIU President

\_\_\_\_\_  
Date



\_\_\_\_\_  
SEIU Representative

08/26/2024  
Date

\_\_\_\_\_

\_\_\_\_\_