



AGREEMENT

Between

**J. Sterling Morton High School District 201
Cook County, Illinois**

And

Local 73, SEIU-CTW

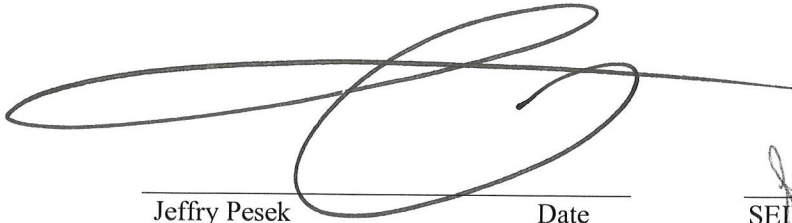
Collective Bargaining Representative

**Morton High School Security Employees
Local 73, SEIU CTW**

July 1, 2024 - June 30, 2028

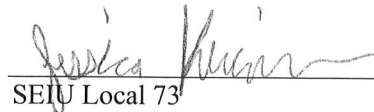
AGREEMENT
BETWEEN
BOARD OF EDUCATION
District #201, Cook County
and the
Service Employees Union
Local 73, SEIU, CTW
representing the
Security Staff
July 1, 2024
through
June 30, 2028

The Board of Education of District 201 and the Employees Service Union, Local 73, Morton Chapter, SEIU, CTW representing the Security Employees have agreed to this contract.



Jeffrey Pesek
Board President

Date



02/13/2025

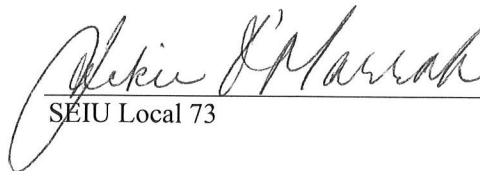
SEIU Local 73

Date



Jessica Jaramillo-Flores
Board Secretary

Date



2-14-25

SEIU Local 73

Date

I. PURPOSE.....	1
II. BARGAINING AGENT RECOGNITION.....	1
III. DEFINITIONS.....	1
A. EMPLOYEE.....	1
B. DAYS.....	1
C. HOURS.....	1
D. SUPERINTENDENT.....	2
E. EMPLOYER.....	2
F. UNION.....	2
G. ADMINISTRATION.....	2
H. WORK YEAR.....	2
I. SENORITY.....	2
IV. UNION SECURITY.....	3
4.1 NON-DISCRIMINATION.....	3
4.2 CHECKOFF OF UNION DUES.....	3
4.3 INDEMNIFICATION.....	3
4.4 VOLUNTARY DEDUCTION- COMMITTEE ON POLITICAL ACTION.....	3
V. MANAGEMENT RIGHTS.....	4
VI. GRIEVANCE POLICY AND PROCEDURE.....	4
6.1 FORMAL GRIEVANCE.....	4
VII. WORKING CONDITIONS.....	7
7.1 DUTY FREE LUNCH.....	7
7.2 BREAK.....	7
7.3 OVERTIME.....	7
7.4 OVERTIME SUMMER WORK.....	8
7.5 OVERTIME APPROVAL.....	8
7.6 CLOCK IN AND CLOCK OUT.....	8
7.7 SECURITY WORKING ATHLETIC AND MAJOR EVENTS.....	9
7.8 SATURDAY DETENTION.....	9
7.8.5 MANDATORY OVERTIME.....	10
7.9 ASSIGNMENT OF OVERTIME.....	10
7.10 ASSIGNMENT OF SUMMER POSSESSIONS – 32 HOURS OR MORE.....	11
7.11 ASSIGNMENT OF INTERMITTENT SUMMER.....	11
7.12 UNIFORMS.....	11
7.13 DRUG TESTING.....	12
7.14 CELL PHONE USAGE.....	12
VIII.VACANCIES.....	12
8.1 DEFINITION OF VACANCY.....	13
8.2 PROMOTION, JOB BIDDING, AND POSTING.....	13
IX. SICK DAYS.....	14

9.1 PAID SICK DAYS.....	14
9.2 NOTIFICATION OF ABSENCE DUE TO ILLNESS.....	14
9.3 ABSENCE DUE TO INJURY INCURRED AT WORK.....	14
9.4 ABSENCE RECORDS.....	15
X. LEAVES.....	15
10.1 BEREAVMENT LEAVE.....	15
10.2 FAMILY MEDICAL LEAVE ACT (FMLA).....	16
XI. PERSONAL DAYS.....	16
XII. ATTENDANCE INCENTIVE.....	17
XIII. HOLIDAYS.....	17
XIV. VACATIONS.....	18
14.1 ACCRUAL.....	18
14.2 CARRY-OVER OPTION.....	18
14.3 VACATION SCHEDULING.....	18
14.4 VACATION ACCRUAL FOR EMPLOYEES MOVING FROM TEN- MONTH TO TWELVE MONTH POSITIONS.....	19
XV. JURY DUTY.....	19
XVI. TRAINING.....	19
16.1 IN-SERVICE TRAINING.....	19
XVII. FRINGE BENEFITS.....	20
17.1 LIFE INSURANCE.....	20
17.2 DISABILITY INSURANCE.....	20
17.3 MEDICAL INSURANCE.....	20
17.4 DENTAL INSURANCE.....	22
17.5 TERMINATION OF INSURANCE COVERAGE.....	22
17.6 PICK UP OF EMPLOYEE CONTRIBUTION TO IMRF.....	23
XVIII. MILEAGE REIMBURSEMENT.....	23
XIV. BULLETIN BOARD.....	23
XX. ADMINISTRATIVE HANDBOOK.....	24
XXI. ASSIGNMENTS.....	24
21.1 NOTIFICATION OF ASSIGNMENT.....	24
21.2 HOURS OF ASSIGNMENT.....	24
XXII. PERSONNEL FILE.....	25
22.1 ACCESS.....	25
22.2 MATERIAL FOR FILES.....	25
22.3 EMPLOYEE RIGHT TO RESPOND.....	25
22.4 PERSONNEL RECORDS ACT.....	25
22.5 EMPLOYEE MATERIALS FOR PERSONNEL FILE.....	24
22.6 LETTERS OF REPRIMAND.....	26
XXIII. EVALUATION.....	26
23.1 RIGHT TO EVALUATE.....	26

23.2	UNSATISFACTORY RATINGS ON AN EVALUATION.....	26
23.3	REMEDIATION.....	27
23.4	EVALUATION FORM.....	27
23.5	SCHEDULED CONFERENCES.....	27
23.6	EVALUATION RATING.....	27
XXIV.	NO STRIKE PROVISION.....	28
XXV.	DISCIPLINE.....	28
25.1	RIGHT TO DISCIPLINE.....	28
25.2	INSUBORDINATION.....	28
25.3	MISCONDUCT.....	28
25.4	JUST CAUSE DISCIPLINARY CONFERENCE.....	29
25.5	DISCIPLINARY CONFERENCE.....	29
XXVI.	LOSS OF SENORITY AND JOB RIGHTS.....	30
XXVII.	LAYOFF.....	30
XXVIII.	PROBATIONARY PERIOD.....	31
XXIX.	STUDY HALL SIZE.....	31
XXX.	ORIENTATION.....	31
XXXI.	RETIREMENT.....	32
31.1	ELIGIBILITY FOR SECURITY RETIREMENT PLAN.....	32
31.2	COMPUTATION OF RETIREMENT PAY.....	32
31.3	PAYMENT OF UNUSED SICK DAYS.....	32
31.4	RETIREMENT EXCLUSION.....	32
XXXII.	UNION BUSINESS.....	32
XXXIII.	LABOR MANAGEMENT COMMITTEE.....	33
XXXIV.	ENTIRE AGREEMENT.....	33
XXXV.	PAY SCHEDULE.....	34
XXXVI.	SALARY SCHEDULE STEP & LANE.....	34
36.1	PRIOR EXPERIENCE CREDIT.....	34
36.2	RELATED WORK EXPERIENCE.....	34
36.3	SALARY SCHEDULE.....	34
36.4	JOB SECURITY.....	35

I. PURPOSE

The purpose of this Agreement is to promote a good relationship and a better understanding between the School Board and its employees and to establish procedures for the orderly settlement of alleged grievances which may arise between the administration and its employees.

Inasmuch as possible within the administrative requirements of the school program, there will be fair and equitable treatment of all members of the bargaining unit by the employer.

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

II. BARGAINING AGENT RECOGNITION

The Board of Education of District 201, Cook County, Illinois, (hereinafter referred to as the "Employer" or the "Board") recognizes Local 73 of the Service Employees International (hereinafter referred to as "Union") as the sole and exclusive bargaining representative for all full-time and part-time student security, exclusive of supervisory, managerial and confidential employees as defined by the Illinois Education Relations Act ("IELRA").

III. DEFINITIONS

A. EMPLOYEE

Full-time: An employee regularly scheduled to work for six (6) or more hours per school day and thirty (30) or more hours per week.

Part-time: An employee permanently employed less than thirty (30) hours per week and who meets Illinois Municipal Retirement Fund ("IMRF") standards (works at least 600 hours in a year).

B. DAYS

The terms "days" used in this agreement shall, except where otherwise indicated, mean calendar days.

C. HOURS

All shifts shall begin in accordance with Article XXI Section 2.

D. SUPERINTENDENT

The title "Superintendent" shall indicate the Superintendent of Schools or his/her designee.

E. EMPLOYER

The term "Employer, "Board or Board of Education" shall indicate the Board of Education.

F. UNION

The term "Union" shall indicate the sole and exclusive bargaining representative.

G. ADMINISTRATION

The Term "Administrator" shall indicate an employee at the district with supervisory and/or evaluative responsibility.

H. WORK YEAR

A 10-month employee's contractual year will be based on 180 days (about 6 months) of employment. A 12-month employee's contractual year will be based on 260, 261 or 262 days (about 8 and a half months), depending on the calendar year. However, it is understood that all employees covered by the Collective Bargaining Agreement are hourly employees and shall be paid as such.

I. SENIORITY

District Seniority shall be defined as the length of service within the district from the most recent date of hire. Accumulation of District seniority shall begin from the employee's first working day. In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by drawing lots, such drawing to be conducted by the Superintendent in the presence of the Union President.

Departmental Seniority shall be defined as the employee's length of service from their first working day in the Security Department.

A seniority list will be provided to the Chapter President by October 1st and April 1st of each school year.

IV. UNION SECURITY

4.1 Non-Discrimination

The Board agrees that it will not discriminate against any employee because of his/her affiliation with the Union, nor will the Board in any way discourage any employee from joining the Union or will the Board take any action against an employee because of legitimate Union activity.

The Board further agrees to inform all present employees and all new employees hired after the signing of this agreement that Local 73, Service Employees' International Union is the exclusive representative of all employees in the unit and that all matters of grievance and other conditions of employment must be handled through the regular procedures set in this Agreement.

4.2 Checkoff of Union dues

The Board agrees to deduct the regular monthly dues, uniformly required as a condition of Union membership, from the wages of the employees who become or are members and remit them to the Union on or before the 15th day of each month, providing the employee signs and submits to the Business Office a written authorization to deduct dues. The Secretary-Treasurer of the Union or their designee shall certify to the District the amount of union dues and initiation fees, which shall be uniform for all employees.

4.3 Indemnification

The Union shall hold the Board, its agents and employees, harmless and indemnify it against any claim or liability which may arise out of any actions taken by the Board pursuant to this Article.

4.4 Voluntary Deduction - Committee on Political Action

The District, upon receipt of a payroll deduction authorization card signed by the employee, shall deduct from the wages of such employee the amount specified on the card as a regular contribution to Service Employees International Union Committee on Political Education (SEIU COPE). The District will regularly remit any such sums deducted from that purpose to the Union. The employee may at any time revoke his/her authorization of the SEIU COPE payroll deduction.

V. MANAGEMENT RIGHTS

The Board on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by laws and The Constitution of the State of Illinois and of the United States. The Board retains the right and responsibility for the proper management and administrative control of the District in all its various aspects, including but not limited to the responsibility for and the right to:

- Employ, direct, supervise, evaluate, layoff, transfer and place all district employees.
- Set salaries and rates of pay for district employees.
- Establish, modify, or eliminate courses of instruction, programs, athletic, recreational, and social events, all as deemed necessary or advisable by the Board.
- Determine the location, methods, means and number of personnel by which operations are to be conducted, including the right to determine whether goods or services are to be provided or purchased.
- Establish, modify, combine, or abolish job classifications or departments.
- Establish rules and regulations and revise, modify or delete rules and regulations; and
- Determine the school calendar, schedules, assignments, hours and the duties, responsibilities, and assignments of those in the bargaining unit.

It is recognized that the Board exercises many of its responsibilities and rights through the Superintendent and/or other members of the administrative staff.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, and adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the extent such specific and express terms thereof are in conformance with the express terms of this Agreement, the Constitution and laws of the State of Illinois, and the Constitution and laws of the United States. Neither the Board nor its agents will establish policies or regulations arbitrarily or capriciously.

IV. GRIEVANCE POLICY AND PROCEDURE

6.1 Formal Grievance

A grievance shall be filed by an employee or the Union if the employee or Union alleges a violation of this Agreement.

It is understood that until the employee, together with the Union, specifies that the problem raised is a grievance, the matter at issue remains a complaint only and shall be handled at the Supervisory level.

An alleged grievance shall be processed in the following manner unless, due to the organization and/or operational structure of the district, the parties, by mutual agreement, advance the grievance to a more appropriate step in the process:

- 1) The employee shall discuss his or her complaint with the Union steward. The steward shall study the complaint and determine whether it has merit as a grievance.
- 2) If the steward or the Union's Grievance Committee determines that the complaint has merit as a grievance, then the grievance shall be put in writing and submitted to the appropriate supervisor, based on the nature of the grievance as defined below:
 - a. Building administrator responsible for Security,
 - b. Principal,
 - c. Superintendent or designee,
 - d. Board of Education.
- 3) A grievance must be put in writing and submitted to the appropriate level supervisor within thirty (30) calendar days from the day the employee knows or should have known of the alleged violation of this Agreement.
- 4) The first level response to the grievance shall be put in writing within fifteen (15) calendar days by the appropriate level supervisor defined in Section 2 above. If the Union is not satisfied with the grievance response, the grievance shall be submitted to the next level as defined in Section 2 above.
- 5) To carry a grievance forward, notice must be given at the next level within fifteen (15) calendar days of receipt of response from the preceding level.
- 6) Each level of authority in the District's Administration shall meet with the grievant and representatives of the Union and answer the grievance in writing within fifteen calendar days of the notice of appeal. At any stage of the grievance procedure, the union may negotiate and accept a settlement of a grievance with the District's Administration.
- 7) All grievance meetings between the two parties shall be held during normal working hours, unless mutually agreed upon by both parties. All grievance responses shall be delivered during normal working hours.

- 8) Binding Arbitration. If the grievance is not resolved satisfactorily to the Union, within forty-five (45) calendar days of receipt by the Union of the Board's decision, the Union shall file an appeal requesting binding arbitration if the Union seeks to appeal the decision.

Within five (5) calendar days following the Union's written appeal of the Board's decision, the Superintendent and the president of the Union, or their designees, shall jointly request the Federal Mediation and Conciliation Services (FMCS) to provide a list of five arbitrators. The party requesting arbitration shall strike the first two names; the other party shall then strike two names.

The person remaining shall be the arbitrator. More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.

In this selection procedure, the rules established by the Federal Mediation and Conciliation Services (FMCS) shall apply.

The arbitrator shall have no authority to add to, delete from, or change the terms of this agreement.

If the Union or the employee takes up the grievance or engages in arbitration during work hours, the employee shall not be paid for lost time unless the Union and the Superintendent, or the Superintendent's designee, agree that the nature of the grievance requires prompt attention. If, however, the grievance is taken up during working hours at the request of the Board or the administration, the employee(s) involved in the grievance, including witnesses, shall suffer no loss in salary. If the arbitrator holds hearings during working hours, the aggrieved shall be entitled to attend all hearings with no loss of pay. Any additional members of the bargaining unit whose presence is required by the Union shall attend the grievance hearing at no cost to the board.

- 9) 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. The arbitrator's decision shall be in writing and set forth the findings of fact, reasoning and conclusion on the issues submitted.

The fees and expenses of the arbitrator and the cost of the written transcript, if any, shall be paid by the Union, unless the arbitrator rules in the Union's favor, in which case the Board will pay such expenses. Each party shall be responsible for compensating its own representatives and witnesses.

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, or of rules and regulations of administrative bodies that have the force and effect of law.

Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding upon the Board, the Union and the employees covered by this Agreement.

VII. WORKING CONDITIONS

7.1 Duty Free Lunch

Employees who work a 6.5-hour shift or more will receive a paid lunch break of thirty minutes.

7.2 Break

Each full-time staff member shall be entitled to one twenty (20) minute break per day.

7.3 Overtime

Overtime work will be paid at one and one-half (1½) times the regular hourly rate. Such a rate will be paid for all hours worked after forty (40) in one week or after 8 (eight) in one day. A non-paid absence (docked day) is not considered as hours worked in computing overtime. Daily and weekly overtime will not be paid for the same hours worked. All overtime must be approved in advance by the Superintendent or designee whenever possible.

All authorized hours worked at the following times shall be paid at the rate indicated below times an employee's regular straight time hourly rate of pay:

- All work more than eight (8) hours in one (1) day or in excess of forty (40) hours in one (1) week will be paid at the rate of time and one-half the employee's straight time rate of pay.
- All work performed on actual holidays by twelve-month employees will be paid on time and one-half the regular rate of pay in addition to holiday pay. Ten-month employees will receive time and one-half hours worked on a holiday.

- All work performed on Sundays will be paid at double-time the employee's regular rate of pay unless it is a regularly scheduled work shift for the employee.

7.4 Overtime Summer Work

10-month employees who work intermittently during the summer beyond their annual contract year will receive overtime pay according to the following procedure:

All time worked over eight (8) consecutive hours will be paid at time and one half (1 ½) the hourly rate of pay. All hours worked over forty (40) hours in the workweek will be paid at time and one half (1 ½) the hourly rate of pay. Hours worked on Sundays will be paid double time.

7.5 Overtime Approval

All overtime work must be approved by the employee's immediate supervisor before performing it. An employee who performs overtime work without specific approval may be subject to discipline, up to and including termination, if the employee seeks compensation for any unapproved overtime work.

7.6 Clock In and Clock Out

All employees must clock in and out at a location predetermined by their supervisor when arriving and leaving work and/or for breaks and lunch. If an employee cannot reach the time clock within a reasonable amount of time of his/her assigned duty-free lunch/assigned break period to clock in/clock out due to a work responsibility which arises during this time, the district will consider such an event prior to invoking the progressive discipline policy. A grace period of seven (7) minutes shall be given to all employees. If an employee reports to his/her assignment over seven (7) minutes after reporting time, they shall be docked a quarter (.25) hour of pay or the amount of time they are tardy. At each time clock the district shall provide hand sanitizer for the employees' use.

7.7 Security Working Athletic and Major Events

For the purpose of this article, major events will be classified as graduation, prom, homecoming, and all other events requiring security staff outside of the usual events such as plays, award ceremonies, registrations, etc., that will usually require several security employees. Prior to any assignments, these major events will be agreed upon between the security supervisor and SEIU to determine if they qualify as a major event.

The District agrees that all security employees should be offered the opportunity to work athletic and major events as security employees are required. Security supervisors or their designee will communicate the need for security employees via District #201 email. Security must volunteer to work prior to the deadline communicated in the email or they may not be considered for the opportunity. Security bargaining unit members assigned to work such activities as security guards will be paid at the contractual rate of pay. Any athletic and major event work requiring security employees shall be offered to security bargaining unit employees starting first with the campus that is hosting the event followed by all other bargaining unit employees pursuant to the rotational schedule maintained by the security supervisor or the assistant security supervisor. For the purpose of this article, security bargaining unit employees at the Freshman Center and the Morton Alternative School will be included in the Athletic and Major Events at the East Campus.

The rotational schedule for athletic and major events will be established based on seniority for all security personnel that submit their name by the announced deadline. The rotational schedule for athletic and major events is to be reset annually. In the circumstance that the athletic and major event cannot be staffed voluntarily, the security supervisor or assistant security supervisor will contact other campuses in an attempt to fill the position.

7.8 Saturday Detention

If, on a case-by-case basis, the district determines that Saturday detention at a specific campus requires Security coverage, assignment of work for such Saturday detention(s) at that specific campus will be offered first to the Security employee(s) at that specific campus. The opportunity to work on such assignment(s) will be offered to the most senior Security employee first and continue to be offered on a rotational basis. If no Security employee from the specific campus agrees to work the Saturday detention assignment, all other Security employees who are not from the specific campus where the work is being offered shall be offered the assignment based on his/her District seniority on a rotating basis.

7.8.5 Mandatory Overtime

In the event that an overtime position becomes available, and the Security Supervisor is unable to fill it on a voluntary basis the Supervisor will then seek volunteers at another District 201 campus prior to mandating the least senior employee. Should a mandated assignment be required, the least senior person who can be contacted must come in and fill the assignment. A separate Mandatory Overtime Wheel will be maintained by the Security Supervisor for each campus. Once a person has been required to work a mandatory overtime assignment, the person will not be given another mandatory assignment again until the list rotates back to the person. This Wheel will be on continuous rotation year after year until all employees have been mandated.

No one may be given a Mandatory overtime assignment if they have already worked an overtime shift or assigned to work an overtime shift within the previous 48 hours.

7.9 Assignment of Overtime

A departmental seniority list of members for each building will be maintained by the Security Supervisor to establish an overtime rotation.

When overtime is available the first person (most senior) on the list will be called and offered the assignment. If the person accepts the assignment the next person on the overtime list will be first in line for future overtime assignments. Failure to reply or contact the employer within 10 minutes of a request to work overtime shall be considered a refusal. If a person cannot be contacted, they will maintain his/her position in the rotation. If the person refuses or cannot be contacted the next most senior person will be called and so on until someone is available to work. If no one accepts the assignment the least senior person who can be contacted must come in and fulfill the assignment. If the employer cannot find volunteers in the location overtime is needed, they will then seek volunteers from another District 201 campus location before mandating the least senior employee.

Once a person has been required to work a mandatory overtime assignment, the person will not be given a mandatory assignment again until the list rotates back to the person.

A record will be kept of attempts to reach an employee as well as the times they accept overtime. Once a person has accepted an assignment, it cannot be traded or refused in exchange for another. An employee who accepts an overtime assignment will provide the district with twenty-four hours' notice. Should the employee decide to give up the assignment once he/she has agreed to complete the assignment, except for emergency situations? The assignment would be offered to the next person eligible for overtime

on the seniority list. If an employee who signs up to work overtime cancels without 24-hour notice twice within a week's period, except in case of an emergency, discipline may be rendered.

Employees who have not passed their probationary period are not eligible to work an overtime assignment until their probation is- completed. If no other permanent employee has volunteered, only then may the probationary employee be offered the overtime assignment.

Management reserves the right to determine how many hours of overtime are available.

No one may be given an overtime assignment if they have already worked an overtime shift within the last 48 hours.

7.10 Assignment of Summer Positions - 32 Hours or More

The district will offer summer security positions to current ten-month security bargaining unit employees before offering the work to non-bargaining unit members. Where two or more applicants possess the skills for the job, seniority will prevail. Ten (10) month employees who have received more than two (2) incidents of discipline during the school year preceding the available summer positions will not be eligible for summer positions.

7.11 Assignment of Intermittent Summer

The district will attempt to set up scheduling of intermittent summer security work such as filling in vacation absences and covering holidays two weeks prior to the last day of the school year. Intermittent summer security work will be offered to current ten-month bargaining unit employees who volunteer for such work before it is offered to non-bargaining unit employees. Such work will be distributed as equitably as possible among bargaining unit employees who volunteer and are available for the work hours that are available.

7.12 Uniforms

The district shall provide all employees with a Morton Security winter coat and shall replace it as needed thereafter. The Board of Education will supply existing security employees with two (2) uniform shirts each year. The existing security employees shall select the style of uniform shirt (short sleeve collared/long sleeve collared) provided by the district each year. New security employees shall be provided with five (5) uniform shirts upon employment. New security employees shall be provided three (3) short sleeve Morton Security collared shirts and two (2) long sleeve collared Morton Security shirts. The Board of Education will also provide a Morton Security windbreaker to security bargaining unit employees upon completion of the employee's probationary period. Morton Security

windbreakers are to be worn over personal jackets. The windbreakers will be replaced as needed based upon the determination of the Administration.

Shorts may only be worn from April 15th through October 15th. Shorts must be at least knee-length.

Employees may not wear pants/shorts that are multi-colored or that display words or phrases on them while the employee is on duty. Employees may not wear blue jeans unless approved for specific reasons by the building principal.

Tattoos that depict inappropriate words, phrases or graphics must be covered. Employee will provide his or her own footwear, which must be a closed-toe shoe and appropriate for security work.

7.13 Drug Testing

All new security bargaining unit employees shall be subject to a drug test upon being approved for hire by the Board of Education. All security bargaining unit employees shall be subject to random drug testing throughout their employment with the district. Finally, any security bargaining unit employee who is injured while working shall be required to submit to a drug test within two (2) hours of the injury.

7.14 Cell Phone Usage

Security employees will be provided a handheld device for communication and other job requirements such as searching the student information system. Security employees will provide input on the device to be used.

While at work security employees are not allowed to use their cell phones on the work floor. If granted permission to make a personal call while on duty the employees should leave the floor. The district will not be liable for the loss of personal cellular phones brought into the workplace.

VIII. VACANCIES

8.1 Definition of Vacancy

A vacancy shall be defined as a newly created position or a present one not filled.

8.2 Promotion, Job Bidding and Posting

It is the district policy, whenever possible, to promote from within the present staff. In considering employees for lateral moves (i.e., 10-month to 12-month assignment, 12-month to 10-month assignment and shift assignment), seniority shall be considered as the main criteria for selecting the employee or employees for being transferred laterally. The district shall have the right to make an exception to seniority transfer if a female employee must fill the position only or a male employee only. In such cases, the district will notify the chapter President that an exception must be made. Employees disciplined for gross misconduct in the past twelve months from the date of the posting for the lateral move shall be considered ineligible for transfer based on seniority.

Employees denied transfers based on the above grounds may request a hearing with the Superintendent to discuss their denial, and the Superintendent shall decide on the matter. In considering employees for promotion, filling of permanent vacancies or new positions, if the factors of skill, ability and other qualifications are equal, seniority will prevail. The principal criterion in filling any position, either by promotion or hiring from outside the unit, will be to obtain an employee for the vacancy who is most qualified to do the work detailed in the job description posted.

When permanent vacancies occur or new positions are created, the job shall be posted for a minimum of five (5) working days at all campuses so that all employees in the unit have an opportunity to become aware of the opening that will include the scheduled work days, hours, hours per day, employment status (10-month/12-month) and gender criteria if necessary for the position. The district agrees to fill the position as soon as practicable.

IX. SICK DAYS

9.1 Paid Sick Days

Full time employees shall be entitled to paid sick days as follows:

- Ten (10) month and IMRF eligible part-time employees: ten (10) paid sick days per year.
- Twelve (12) month employees: twelve (12) paid sick days per year.

The 10-day sick leave entitlement will be prorated for eligible part-time employees based upon the amount of time they are scheduled to work during a 180-day work year.

Employees shall be allowed to accumulate sick leave to 180 days to be used for sick leave purposes only, sick leave may be accumulated beyond 180 days for purposes of pension credit with IMRF and/or for payment at time of retirement.

9.2 Notification of Absence Due to Illness

An employee who is unable to report to work due to illness shall be responsible for submitting his or her absence via the approved District attendance reporting system and directly notifying the security supervisor at least one hour prior to their scheduled starting time, except in the case of an emergency. Failure to provide notification or absence as required shall result in docking of a full day's pay and may result in discipline. Employees who utilize sick leave in less than two (2) hour increments are required to provide forty-eight (48) hours' notice, except if otherwise approved by the supervisor.

9.3 Absence Due to Injury Incurred at Work

Absence due to injury incurred during the employee's employment shall not be charged against the employee's sick leave days. The Board shall continue the employee's wages until worker's compensation payments begin but not for more than five (5) days.

9.4 Absence Records

The district will maintain records pertaining to an absence policy. An incidence of absence is defined as one day of non-attendance which involves the use of a sick day or results in an unpaid absence, except for an approved Family Medical Leave or any other pre-approved leave of absence. In cases of absences of three (3) or more consecutive workdays due to illness or injury, the district may require a physician's statement certifying that the employee's condition prevented him/her from appearing for work and indicating that the employee is fit to return to full duty. If the District requires a physician's statement from an employee, the district will reimburse the employee for the employee's examination by the physician if the physician determines that the employee's condition prevented the employee from appearing for work, to the extent that the employee's examination is not covered by insurance. In such a circumstance, the district's obligation to reimburse the employee will only be limited to the cost of examination, not to any tests or procedures undertaken during, or because of, the examination. Abuse of sick leave may result in discipline up to and including discharge.

Abuse of sick leave may be evidenced by patterns of sick leave use, excessive numbers of days taken, or use of sick leave for inappropriate purposes. If an employee exceeds the number of incidents of absence permitted in Article 9.1 in a given work year, the employee may be subject to disciplinary procedures which can include discharge.

X. LEAVES

10.1 Bereavement Leave

Five (5) days will be allowed for the death of a spouse or domestic partner (as defined by law), sibling (brother/sister), parent, parent-in-law, stepparent (stepmother and/or father will be defined as individuals whom are legally married to a natural parent and served in a parent-child relationship to the employee), child, or stepchild.

Three (3) days will be allowed for the death of a grandparent, grandchild, or anyone living, or who had lived on a permanent basis in the immediate household. If a funeral is a minimum of five hundred miles (500) away, employees may be granted five (5) paid days of bereavement leave. Requests must be submitted and approved by the Human Resources Office.

Absence for approved bereavement will not be deducted from an employee's accumulated sick leave. In an extenuating circumstance, the Superintendent may, at his discretion and without precedential effect, grant additional bereavement leave. Bereavement days must be used within (6) six months of the occurrence. Sick days may also be used for additional bereavement of individuals listed in this section.

10.2 Family Medical Leave Act (FMLA)

The Board of Education agrees to adhere to all provisions of the Family Medical Leave Act including the following provisions:

- 1) An employee may be eligible to take up to twelve (12) weeks of unpaid leave which will run concurrently with sick days if sick days are available. If it runs concurrently with sick days, the employee will be paid for the number of sick days the employee has available.
- 2) FMLA may be taken intermittently if it is medically necessary to care for a seriously ill family member or if the employee is seriously ill and unable to work.
- 3) The district will maintain the employer's share of insurance for the length of the FMLA Leave. The employee's insurance coverage remains unchanged during the FMLA leaves period. The employee

XI. PERSONAL DAYS

Full-time staff, after one full year of service, may be granted up to two (2) personal days each full school year. Part-time IMRF eligible employees will receive one (1) personal day per school year. If completion of first year occurs between July 1 and November 30, the employee shall be given two (2) full days personal leave for that school year; if between December 1 and February 28, one (1) full day personal leave for that school year; and if after February 28, no personal leave days shall be granted for that school year.

Personal days shall not exceed two (2) days each fiscal year, except as approved by the Board, and shall accumulate as sick days if not used.

Up to two (2) sick days may be used as personal days with supervisor approval.

In all cases, personal days, except for unforeseen emergencies, require at least two (2) days advance notice be given via the approved District attendance reporting system. Personal days are not to be used before or after a holiday or vacation period, or during the first or last week of the school year unless approved by the Superintendent or designee. All personal days must be approved prior to use.

An emergency is an unforeseen circumstance directly affecting the employee or members of his/her household or endangering the employee's residence which requires immediate action. In an emergency, when personal days are exhausted, the Superintendent may allow an extra personal day which shall reduce accumulated sick leave.

XII. ATTENDANCE INCENTIVE

Any employee who maintains perfect attendance during his/her work year will be provided one (1) additional floating holiday for the following year. An employee will have perfect attendance so long as he/she does not use any sick and/or personal leave from July 1, through June 30 of the work year. Vacation leave, bereavement leave, Jury duty, authorized Union leave, and military leave shall not disqualify an employee from the benefit provided in this section.

XIII. HOLIDAYS

Twelve-month will be paid for the following holidays:

- 1) Labor Day
- 2) Columbus Day
- 3) Veterans Day (Pursuant to the Teachers' Union Collective Bargaining Agreement, this holiday shall be recognized on the Non-Attendance Day scheduled by the Teachers Union)
- 4) Thanksgiving Day
- 5) Friday following Thanksgiving Day
- 6) Christmas Eve
- 7) Christmas Day
- 8) New Year's Eve
- 9) New Year's Day
- 10) Martin Luther King Day
- 11) Lincoln's Birthday
- 12) Casimir Pulaski Day
- 13) Spring Holiday (must be either Monday or Friday)
- 14) Memorial Day
- 15) Juneteenth
- 16) Fourth of July

If all other bargaining units agree to change the date on which a holiday is observed the Union will agree to the change. Nothing in this paragraph changes the number of holidays previously listed in the contract.

For ten (10) month employees, holidays are not counted as part of the 180-day work year.

XIV. VACATIONS

14.1 Accrual

Full-time 12-month employees earn vacation time annually as follows:

<u>Years of Service</u> <u>By District Seniority</u>	<u>Number of Days</u> <u>Vacation</u>
At 1-5	10
6	11
7	12
8	13
9	14
10	15
11	16
12	17
13	18
14	19
15	20
20	25 (Employees hired before July 1, 2014 Only)

Vacation Any 12-month employee hired between July 1 and August 31 shall earn and be credited with vacation time as if they had worked the whole year. Vacation days may be taken after July 1 following the date of hire.

Employees hired between September 1 and November 30 earn and be credited with five (5) days of vacation. Vacation days may be taken after July 1 following the date of hire.

Employees hired between December 1 and March 1 shall earn 3 days of vacation time on the July 1 following their date of hire. They will earn 10 days for the period of July 1 through June 30. These days may be taken once the first July 1 to June 30 time period has ended.

14.2 Carry-over Option

Vacation time does not accumulate. Twelve (12) month employees may cash up to five (5) days of the vacation time that is not used by June 30. The employer will pay vacation time in the form of a check separate from the regular paycheck.

14.3 Vacation Scheduling

Vacation time shall be used after July 1st of the school year after it is earned. All requests for vacation time must have prior approval of the employee's immediate supervisor and Superintendent. Employees may take vacation any time during the year if approved by the employee's immediate supervisor and the Superintendent.

14.4 Vacation Accrual for Employees Moving from Ten-Month to Twelve-Month Position.

When an employee is reassigned from a position in the District in which they were not eligible for paid vacation to a position in which they are eligible for paid vacation, the employee shall be given seniority credit from the original date of hire for the purpose of calculating the amount of vacation they are eligible for pursuant to Section 13.1 of this Article.

XV. JURY DUTY

Absence because of service on Jury duty shall result in no loss of salary. Compensation for the jury service received by the employee must be forwarded to the District.

XVI. TRAINING

16.1 In-Service Training

The administration will provide at least three (3) days of in-service training for members of the bargaining unit, regardless of their shift. Such training sessions shall, whenever possible, be scheduled during regular working hours and the employees shall be paid their regular rate of pay for all hours spent in such sessions. In addition, all bargaining unit members shall continue mandatory professional growth in accordance with the Illinois State School Code.

A committee of four (4) Union members and two (2) Administrators will meet once each semester to recommend future topics for In-Service Training.

XVII. FRINGE BENEFITS

17.1 Life Insurance

The Board agrees to provide each employee, after one (1) year of service at Morton, term life insurance and accidental death and dismemberment insurance in an amount equal to one times their base salary rounded to the nearest \$1,000 with a minimum of \$35,000. Upon the attainment of age sixty-six (66) the face value of the policy is reduced thirty-five (35) percent to age seventy (70), and fifty (50) percent at age seventy. All life insurance is terminated on the final day of employment at Morton or after one (1) year on disability.

All employees shall be given the opportunity to purchase additional amounts of insurance on a payroll deduction plan.

17.2 Disability Insurance

Disability Insurance will be provided by IMRF when an employee has worked for 12 consecutive months into IMRF.

17.3 Medical Insurance

A. Major Medical Hospitalization

1. The Board will provide hospitalization, medical, and major medical coverage for the staff as follows:
 - a. HMO single insurance plan coverage at ninety-three (93%) percent of the premium.
 - b. HMO family insurance plan coverage at eighty-three (83%) percent of the premium.
 - c. There will be no pre-existing condition restriction for new employees.
 - d. The employee's out of pocket expense is limited to \$10.00 per generic prescription and \$40.00 per brand drugs and \$60 for non-formulary brand drugs.
 - e. Mail order copayment structure is \$20 for generic, \$80 for formulary brands and \$120 for non-formulary medications.
 - f. One hundred (\$100.00) dollar Emergency Room visit: waived if admitted for HMO plans.
 - g. plan/coverage/contribution shall be governed by the Board of Education Security Union Collective Bargaining Agreements.
 - t. Upon retirement, a retiree may elect health insurance - continuation coverage under the district's plan in accordance with IMRF rules and regulations. All costs associated with

insurance continuation shall be the responsibility of the retiree.

This coverage is to include:

Comprehensive PPO hospital benefits: common semi-private room allowance (C.S.P.), in- and out-patient diagnostic services, and pre- admission services and \$250 deductible per day for up to three (3) days for each inpatient hospital admission. maximum of \$1,500 annually for an individual covered under PPO.

Any emergency room visit by an individual covered under either plan, PPO or HMO, shall require a payment of \$100 per visit. This fee will be waived if admitted.

If the emergency room visit is verified by the insurance carrier as an emergent visit, the employee shall be rebated \$50 of the emergency room copay.

Surgical benefits: Payment of all the usual and customary charges, and in- and out-patient diagnostic services.

Maximum employee out of pocket expense of \$1,250; \$250 calendar year deductible per person (maximum three deductibles per family per year); 100% co-insurance for hospital; 80% co-insurance for medical and surgical.

Non-PPO hospital benefits are reduced by 20% and a higher out-of-pocket expense will apply.

All claims shall be subject to the right of reimbursement.

If an employee dies, any dependents will be offered COBRA at no cost to the Board.

Any change in health insurance carrier requires that the coverage remains equivalent. The Union will be consulted prior to bid acceptance to verify that coverage remains equivalent.

17.4 Dental Insurance

The Board will provide dental benefit coverage as follows:

- 1) 100% payment for single plan coverage.
- 2) 100% payment for family plan coverage less \$5.00 per month employee contribution.

The terms of this coverage shall be as follows:

Deductible	\$25
Maximum per year	\$750
Preventative (no deductible)	100%
Primary	80%
Major	50%
Ortho maximum.....	\$500

17.5 Termination of Insurance Coverage

Insurance coverage described above terminates as follows:

- 1) On the last day of the month during which employment terminates.
- 2) In the event of death while insured; and dependents will be offered COBRA at no cost to the Board.
- 3) In the event of disability and the employee has applied for and has been granted disability status under the terms of the Illinois Municipal Retirement Fund, the employee will be permitted to retain coverage under the basic hospital plan as follows:
 - a. The employee pays the monthly premium to the Board starting the first day of the month following granting of disability status by IMRF.
 - b. The employee will be eligible to continue this coverage until they are age 65 providing they pay full cost of health insurance.
- 4) In the event of retirement, the IMRF employee will be permitted to continue their coverage in the group plan as follows:
 - a. The employee pays the monthly premium to the Board.
 - b. The employee is not otherwise gainfully employed.
 - c. Insurance terminates at age sixty-five (65); and

- d Insurance shall be coordinated with any Medicare benefits for which the employee may be eligible.

17.6 Pick Up of Employee Contribution to IMRF

All employees working at least 600 hours in a school year will be obligated to become a member of the Illinois Municipal Retirement System. The district will deduct pick-up and pay four and one-half percent (4½%) of the employee's earned compensation to IMRF.

It is the intent of the parties by this Agreement to qualify these payments as employer payments under Section 414(h) of the Internal Revenue Code. Employees shall have no right or claim to the amount so remitted except as they may subsequently become available upon retirement or resignation from the Illinois Municipal Retirement Fund.

The Union and each employee will indemnify and hold harmless the Board, its members, its agents and its employees from all claims, demands, actions, complaints, suits or other liability by reason of a faithful payment of contributions to the Illinois Municipal Retirement Fund pursuant to the provisions of this Section. No claim, demand, action, or suit asserting liability of the Board and/or the Union shall be settled or compromised in any manner without the express written consent of both parties.

If it is hereinafter determined that the Board's pick-up and payment of the aforementioned employee contributions to the Illinois Municipal Retirement Fund is void or unenforceable as a result of any law, court decision, and/or federal or state administration action, the parties shall promptly meet for the specific purpose of negotiating a lawful substitute for the provision found to be void or unenforceable.

XVIII. MILEAGE REIMBURSEMENT

The Board shall reimburse staff for the use of their personal automobiles while on approved school business at the rate allowed by the IRS.

XVIV. BULLETIN BOARD

The principal in each building shall provide Bulletin Board space for the Union.

XX. ADMINISTRATIVE HANDBOOK

Each member of the bargaining unit will have access to a copy of the Administrative Staff Handbook which shall be updated annually.

XXI. ASSIGNMENTS

21.1 Notification of Assignment

Scheduled assignments may be subject to change to accommodate the District's needs. Staff will not be transferred on a temporary basis for a period of more than five (5) consecutive months. However, should the district change an employee's assignment, the employee shall have the right to apply for any other open posted position.

21.2 Hours of Assignment

The district may schedule employee starting times within the following time periods below:

<u>First Shift</u>	<u>Second Shift</u>	<u>Third Shift</u>
6:00am-8:00am	1:00pm-3:00pm	10:00pm-midnight

Every school year the district will provide employees with a work schedule bid sheet the first week of May. The employee will rank their preference of start times within his/her assigned work shift (first, second, or third). Preferences should be numbered 1-3, one (1) being the most desirable and three (3) the least desirable. The employee will then submit their preference sheet back to the District before the last week of the school year. The District will then award starting schedules based on seniority with the most senior employee receiving their selection prior to the least senior employee receiving their selection prior to the least senior employee receiving their selection prior to the least senior employee. The District will not change an employee's work schedule except for emergency situations. If the District determines that schedule changes are necessary, the schedules will be changed beginning with the least senior employees' schedule changed first.

Security team members can request a temporary change in hours of assignment up to two times per year via email or written notice to their Security Supervisor. Requests must specify the duration of the change. The security Supervisor, in collaboration with the building Principal or designee, will make the decision within 20 working days of the request. Such a request may not involuntarily impact another employee's work schedule.

XXII. PERSONNEL FILE

22.1 Access

Upon reasonable request, each employee shall have access to his/her personnel file and all other records affecting his/her employment.

22.2 Materials for File

No material relative to an employee's conduct, service, or personality shall be placed in the official file unless the employee has had an opportunity to read the material. The employee shall acknowledge that they have read the material by affixing their signature on the copy to be filed, with the understanding that such signature merely indicates that they read its contents. If they refuse to sign a copy such shall be noted, and that material filed withing one week after a reminder notice has been sent to the employee.

22.3 Employee Right to Respond

The employee shall have the right to answer any material filed, and the employees' answer shall be attached to the file copy. A copy of the employee's answer shall be provided to the person originating the material that is filed.

22.4 Personnel Records Act

Consistent with the provisions of the Personnel Records Act, the employee shall be permitted to reproduce any material in the employee's official file. The contents of these official files may not be removed from the office, and the employee shall arrange with the Superintendent or their designee for reproduction of desired materials.

22.5 Employee Materials for Personnel File

The Administration shall allow an employee to place in that employee's official personnel file, material relevant to service or qualification at the discretion of the building principal and/or Superintendent or their designee.

22.6 Letters of Reprimand

Letters of reprimand may be requested to be removed from an employee's file after a period of two years when:

1. the behavior reprimanded has not recurred, and
2. the behavior does not conflict with statutory reporting requirements relating to child welfare, child negligence, or indecent or immoral behavior, and
3. the letter does not include a reference to a criminal offense.

Requests must be made through the Human Resources Office.

XXIII. EVALUATION

23.1 Right to Evaluate

The Board of Education or its designee shall have the right to evaluate each non-probationary employee at least once every two (2) years. Employee evaluations must be completed by the first Friday in April. If an employee has received a written reprimand for poor work performance, they may be evaluated more frequently for a period of up to twelve months from the date of the reprimand.

23.2 Unsatisfactory Ratings on an Evaluation

A supervisor may recommend an employee either be terminated or be placed in remediation status if performance is judged unsatisfactory. The supervisor shall be responsible for bringing performance problems to the attention of the employee as soon as practical during the evaluation period. In cases where the Supervisor indicates an employee's performance is unsatisfactory in his/her evaluation, specific examples of problems in that area must be presented. A copy of each employee's evaluation shall become a permanent part of his or her personnel file.

An employee evaluation shall not be subject to the grievance procedure; however, the process is grievable.

23.3 Remediation

The remediation period shall be for thirty (30) workdays. It may be extended for an additional thirty (30) workdays by the district in cases where the district believes an extension is warranted. Upon being placed in remediation status, an employee will be advised of the areas where serious performance problems exist and the specific improvements that are necessary in order to meet the District's expectations. The employee's supervisor and the employee will meet to review the employee's progress after ten (10) workdays, twenty (20) workdays, and thirty (30) workdays, or more frequently if necessary. The employee shall have the right to have a union representative present in any meetings held regarding their remediation.

Successful completion of the remediation period will result in an updated evaluation that documents the employee's improvement. Any subsequent evaluation that results in an unsatisfactory rating may result in termination.

Failure to successfully complete the remediation period will result in termination. This shall not be construed to interfere with the right of the district to discipline an employee for just cause.

23.4 Evaluation Form

An evaluation instrument mutually agreeable to the Board and the Union is an appendix to this contract. Revisions can be made by mutual agreement of both parties. The evaluation form used shall provide for a personal discussion between the evaluator and employee relative to the employee's evaluation prior to its being placed in the employee's file. The employee, if they wish, may submit a response to the evaluation, in writing, to be placed in their personnel file.

23.5 Scheduled Conferences

Evaluations shall be reduced to writing and a conference scheduled with the employee to resent and discuss the evaluation. If the employee disagrees with the evaluation or wishes to respond to it, they may submit a written response which shall be attached to the file copy of the evaluation. If a supervisor believes an employee is doing unsatisfactory work, they shall state the reason(s) and recommendation(s) for remediation.

23.6 Evaluation Rating

An employee evaluation rating shall not be subject to the grievance procedure.

XXIV. NO STRIKE PROVISION

During the term of this Agreement, employees shall provide continuous full and uninterrupted service to the Board in accordance with the school calendar adopted by the Board. Accordingly, during the term of this Agreement, neither the Union, nor any of the employees it represents will instigate, promote, sponsor, or participate in any strike, sympathy strike, or picketing which interrupts the operation of the District, or any other intentional interruption of the operations of the District. In return, the District will not lockout any employees who falls under this collective bargaining agreement during the duration of this collective bargaining agreement.

XXV. DISCIPLINE

25.1 Right to Discipline

The Board of Education shall have the right and duty to discipline members of the bargaining unit for acts of insubordination and/or misconduct.

25.2 Insubordination

Insubordination shall include any willful refusal to follow an order, direction, regulation, or policy of the Board of Education or of any person who has the responsibility to supervise the employee.

25.3 Misconduct

Misconduct shall include:

- a. Any act or failure to act which causes or may reasonably lead the Board of Education or the administration to forecast disruption or interference with the educational process or the rights of others.
- b. Any act or failure to act occurring during the course of any employee's duties, which jeopardizes the health, safety, and welfare of any person, student, parent, or school employee.
- c. Any act which constitutes immoral conduct.
- d. Any act or failure to act which constitutes a violation or an attempt to violate any federal and state law or regulation or municipal ordinance and which impacts on the employee's ability to function effectively as an employee.
- e. Failure to follow the provisions of the contract.

25.4 Just Cause Discipline

EXCEPT for serious offenses that warrant immediate suspension or termination, the Board agrees to the concept of progressive discipline for just cause.

- a. Upon a first offense, officials shall enter a letter of reprimand in the employee's official file. All rules and procedures for inserting letters pertaining to service included in this Agreement shall apply.
- b. Upon repetition of the same or commission of similar offense, officials shall assess a one (1) day suspension against the employee.
- c. Upon repetition of the same or commission of similar offense, officials shall assess a three (3) day suspension against the employee.
- d. Subsequent repetition of the same or similar offense shall result in either termination or a lengthy suspension, whichever the Board considers appropriate in the circumstances.

25.5 Disciplinary Conference

When an administrator calls a conference with an employee which might lead directly to dismissal or possible disciplinary action against the employee, the following provisions shall be applicable:

- a. The employee shall be informed in advance as to the purpose of the conference and will be given sufficient time to secure a union representative to attend the conference. Once the conference is held the employee has the right to request any charges be given to him/her in writing.
- b. The employee has the right to be accompanied by no more than two (2) representatives at the conference.

- c. The administrator will not take disciplinary action against the employee without first affording the employee an opportunity to respond to the matter being discussed.
- d. If, after a disciplinary conference, an administrator takes disciplinary action against the employee, the administrator shall provide the employee with written notification of the reason for the action.
- e. In no instance shall disciplinary action be taken against an employee later than thirty (30) days after the conduct giving rise to the action or in the following thirty (30) days after the time the administration becomes aware of the action giving rise to the discipline. When disciplinary action stems from a series of un-remediated instances on the part of the employee, in no event shall notification be provided later than thirty (30) days after observation of the last instance.
- f. Any disciplinary action taken against an employee shall be subject to the grievance procedure of this Agreement.

XXVI. LOSS OF SENIORITY & JOB RIGHTS

An employee shall cease to have Seniority/Job Rights in District 201 under any of the following circumstances:

- Resignation
- Dismissal for Cause
- Retirement
- Being on layoff for a period of time equal to seniority at the time of layoff for one (1) year whichever is less.
- Employment in a position excluded from the bargaining unit for a period greater than one (1) year.

XVII. LAYOFF

Layoff shall be defined as a reduction in the work force beyond normal attrition. If the District is considering a layoff reduction of force, the District shall provide the Union and its Chapter President a thirty (30) day notice of the date on which the approval of such a layoff reduction in force shall be approved by the Board, the number of employees subject to the layoff reduction in force and a list of employees with the seniority dates of the employees. In the event that a layoff is necessary, members of the bargaining unit shall be laid off in reverse order of seniority assuming the next senior person is qualified to fill the vacancy created by the layoff.

Employees shall be entitled to recall for a period until one (1) year from the first day of the school term following the effective date of the honorable dismissal. Employees who are honorably dismissed shall maintain a current address and phone number on file with the district office.

XXVIII. PROBATIONARY PERIOD

Each new employee will serve a probationary period of ninety (90) working days after starting employment. A probationary employee can be discharged without recourse to the grievance procedure. Performance records will be reviewed with probationary employees prior to the end of thirty (30) working days, sixty working days (60) and again prior to the end of the probationary period.

At the end of this period, each employee either becomes part of the regular staff with seniority rights reverting to the date of hire or is terminated. Appropriate benefits will begin when a probationary employee becomes part of the regular staff.

XXIX. STUDY HALL/SUPERVISION

The maximum study hall size that a single bargaining unit member will be assigned to supervise shall not exceed eighty-five (85) students; otherwise, another security person will be put in the section/room. The (LAC) room/ Study Hall is housed in must be equipped with a working computer for attendance taking purposes.

XXX. ORIENTATION

All newly hired staff shall be provided an orientation to their job before commencing their duties. This orientation shall be given by certified and/or supervisory personnel only. New assignments shall also require orientation to assure that the employee is familiar with their new assignment.

XXXI. RETIREMENT

31.1 Eligibility for Security Retirement Plan

A regularly employed member of the security bargaining unit who is eligible for IMRF retirement, 55 years of age or older, and has ten (10) years of full-time service with the district may submit a letter of intent to retire to the Board prior to the end of the school term.

All applicants who apply for retirement shall be bound by their decision to participate. Retirees may be considered for substitution within the district, total of hours of work will not exceed the limits established by IMRF.

31.2 Computation of Retirement Pay

For the purpose of computing retirement pay, an employee shall be credited with one (1) year of service on the anniversary date of their date of hire for each year of employment with the district.

Each employee that qualifies shall receive payment of \$275 for each year of recognized service at Morton.

31.3 Payment of Unused Sick Days

At time of retirement employees may be paid fifty-five (\$55) dollars for each unused sick day accumulated to a maximum of \$5,000. The retiring employee shall submit all available sick days to IMRF for enhanced service credit prior to being paid for any unused sick days.

31.4 Retirement Exclusion

Any retirement is contingent upon the retiree's retirement not resulting in District 201 responsibility for an employer penalty payment or any other payment obligation to IMRF.

XXXII. UNION BUSINESS

Upon providing a written request to the Superintendent or his designee, the President of the Union or their designee, will be granted up to three (3) days leave during the school year to attend Union Business.

The Superintendent or designee shall provide to the Union information about newly hired employees. Said information shall include their full name, department, and campus. The Superintendent or designee will also inform the Union when an employee under this contract quits or is terminated on appropriated dates. Also, the Union president shall receive a copy of board agenda and minutes each month.

XXXIII. LABOR MANAGEMENT COMMITTEE

At the request of either party, the Union representative and the Superintendent or their designees shall meet at least quarterly to discuss matters of mutual concern that do not involve negotiations. The Union Representative may invite other Union bargaining unit members (not to exceed two) to attend such meetings. The Superintendent may invite other Board representatives (not to exceed two) to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least three days prior to the date of the meeting. This section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement. Employees scheduled to work will notify the Superintendent prior to their attendance at a meeting and if such attendance is approved, the employee will be pinnated to attend the meeting during his regular hours of work with no loss of pay.

XXXIV. ENTIRE AGREEMENT

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. Therefore, the Board and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives 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 by this Agreement, including the impact of the Board's exercise of its right as set forth herein on wages, hours, or terms and conditions of employment, even though such subjects or matters 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.

XXXV. PAY SCHEDULE

Beginning with the initial date of employment, ten (10)-month employees will receive their pay in a twenty-two (22) pay period schedule and twelve (12)-month employees will receive their pay in a twenty-six (26) pay period schedule.

XXVI. SALARY SCHEDULE

36.1 Prior Experience Credit

Service credit may be given at a rate of one (1) to three (3) years for prior related full-time experience. A maximum of three (3) years of service may be given.

36.2 Related Work Experience

The Human Resources/Public Relations office will have the authority to determine whether a potential bargaining unit member's previous work experience is job related as referenced in the above paragraph.

36.3 Salary

Individuals joining the bargaining unit will have a starting salary of \$17.50 for each year of this agreement.

Individuals joining the bargaining unit who have police experience only will start at the following rates:

- 10-15 years of experience: \$25
- 16-20 years of experience: \$27.50
- 21-25 years of experience: \$30
- 26-30 years of experience: \$33
- 31+ years of experience: \$35

Experience not applicable to out of state nor in state if resigned not in good standing or dishonorably dismissed.

Security guards with police experience will be limited to two (2) guards assigned to the West Campus in total, two (2) guards assigned to the East Campus in total, one (1) guard assigned to the Freshman Center in total, and one (1) guard assigned to the Morton Alternative Campus.

All current bargaining unit employees shall receive the following increases to their hourly base wage:

For FY 25: \$1 July 1 and \$1 January 1

For FY 26: 4.5%

For FY 27: CPI-U, Minimum 3% - Maximum 4%

For FY 28: CPI-U, Minimum 3% - Maximum 4%

36.4 Job Security

The District agrees not to contract out security work services for the duration of this agreement with the SEIU Local 73 without Union membership approval, except for law enforcement officers working in the school in an off-duty capacity.