



AGREEMENT

Between the

**BOARD OF EDUCATION DISTRICT 205,
COOK COUNTY, ILLINOIS**

and the



**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
(AFL-CIO)**

Local 3335

July 1, 2020 through June 30, 2024

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ARTICLE I **RECOGNITION**

Section 1.1 – Agreement

This agreement has been made and entered into by and between Thornton Township High School District 205, Cook County, Illinois (hereinafter referred to as the "District") and the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO (hereinafter referred to as the "Union") on behalf of its Affiliated Local #3335 and the employees in the collective bargaining unit described in RC #85-RC-41-C.

Section 1.2 – Recognition

The District recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment for employees in the unit described in "Agreement" and composed of classifications attached in Schedule A, and such other classifications as may be added in accordance with the provisions of this Agreement.

Section 1.3 – New Classifications

The District agrees to notify the Union of its intention to change the classification (job title) system covering employees in the bargaining unit. Upon receipt of the Union's notice indicating a desire to bargain the impact of such change in the classification system, the parties agree to begin negotiating within a reasonable time. The District agrees not to use the changing of job titles as a method of reducing the bargaining unit.

If the District and the Union are unable to reach a mutual agreement regarding a job classification change, restructuring, or a change of assignment within forty-five (45) days following the start of negotiations, the parties agree to submit the issue to the Board of Education. The issue shall be placed on the agenda for the next regular meeting of the Board. The Board shall issue a decision in writing to the parties within ten (10) days following the meeting. The District shall not implement any proposed changes until a decision has been issued by the Board.

Section 1.4 – Integrity of the Bargaining Unit

The District agrees not to change job titles, nor to contract out work currently being performed by employees within the bargaining unit, without first notifying the Union of its intention to do so. The Union then has the right to request that the District negotiate the impact of such decisions. Upon receipt of the Union's request, the District agrees to begin negotiating within a reasonable time.

ARTICLE 2

NON-DISCRIMINATION

Section 2.1 – Prohibition Against Discrimination

Both the District and the Union agree not to discriminate against any employee on the basis of any criteria covered under the laws of the United States and the State of Illinois.

Section 2.2 – Union Activity

The parties agree that neither the District nor the Union shall engage in any activity intended to discriminate against, intimidate, restrain, or coerce any employee in the exercise of any rights under the Illinois Education Labor Relations Act.

Section 2.3 – Working Conditions

The District and Union agree to strive to maintain a respectful working environment for employees, free from harassment, intimidation and workplace violence.

ARTICLE 3

DUES DEDUCTIONS

Section 3.1 – Dues Deductions

The Board shall deduct from the regular paycheck of each employee, for whom it previously receives written authorization or notice to do so from the Union, the required amount of Union dues. The Union will notify the Board of the names of all employees who have signed a dues check off authorization card and the Board shall commence dues deduction within thirty (30) days of notice of authorization provided to the Board by the Union. The Board shall remit such deductions monthly to the Union at the address designated by the Union. Deductions pursuant to this provision shall continue unless and until authorization is properly withdrawn or revoked by the employee in accordance with Union requirements and notice of such withdrawal or revocation is provided to the Board by the Union, or the employee is no longer employed in a bargaining unit position.

The remedy for the Board failing to deduct dues timely or for the Board accepting revocation of dues directly from an employee is that the Board (not the employee) will have to reimburse the Union for all lost dues income.

If the Union does not provide the Board with actual copies of employee authorization or revocation requests, then the Board shall rely on information provided by the Union regarding whether deductions were properly authorized or revoked and the Union shall indemnify the Board for any damages and reasonable costs incurred for any claims made by an employee for deductions made in good faith reliance on that information.

ARTICLE 4

GRIEVANCE PROCEDURE

Section 4.1 – Definition

A "grievance" shall mean a claim by the Union or an employee that there has been a violation, misinterpretation, or misapplication of any of the provisions of this Agreement.

Section 4.2 – Purpose

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these procedures will be kept informal and confidential as may be appropriate at any level of the procedure.
- B. Nothing contained herein shall be construed as limiting the rights of any employee having a complaint to discuss the matter informally with any appropriate member of the administration and having the complaint adjusted without intervention of the Union, provided any such adjustment shall be consistent with the terms of the Agreement.
- C. As provided in Section 4.2.B. above, an employee shall have the right to decline Union intervention, and any adjustment shall be consistent with the terms of the Agreement. The District shall not rely on any adjustment reached without Union representation as altering the terms of this Agreement, or establishing past practice.

Section 4.3 – Grievance Representation

- A. At all steps of a grievance after it has been formally presented in writing, at least one Union representative may attend any hearings, appeals, or other proceedings required to process the grievance. Legal counsel of either the Union or the Board of Education may be present at any of these above mentioned hearings provided notice of intention to have such counsel present shall be given at least two (2) days in advance.
- B. Upon request, the Board shall make available to the Union one (1) copy of any information, statistics and/or records which are pertinent to the grievance being processed. Nothing herein shall require the administration to research and assemble information for the Union or to furnish personal notes and privileged correspondence. Should the administration research or assemble information not provided to the Union in the initial request, excluding personal notes and privileged correspondence, such information will be provided to the Union if it will be relied upon to issue a decision. All information must be requested in writing by grievance parties.
- C. If either party requests a transcription of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcription, the cost of the two (2) transcripts shall be divided equally between the Board and the Union.

Section 4.4 – Time Limits

- A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum.
- B. If no written decision has been rendered within the time limits indicated in a step, the grievance may be processed to the next step.
- C. As used herein, "days" means Monday through Friday except days when the school district is closed, or days during the school term when secretaries are not required to be in attendance.
- D. The time limits may be extended by mutual agreement.

Section 4.5 – Initiating and Processing

The superintendent, grievant(s), and the Union Representative shall be sent all copies of correspondence unless this request is waived by the grievant. Any information sent to the Union Representative must be agreed to by the grievant. Each party shall have the right to include in its representation at any meeting held pursuant to this Article appropriate witnesses or consultants who shall have the full right to participate as called upon by the inviting party. The grievant shall also have the right to be present and to speak at any and all grievance meetings.

A. Step 1

The grievant shall institute the grievance within thirty (30) days following the occurrence of the event complained of or within thirty (30) days of the date when the grievant might have reasonably ascertained the occurrence of such event, by submitting a written statement to the immediate supervisor involved. Such written notice shall include:

1. The exact nature of the grievance.
2. The act(s) complained of and when they occurred.
3. The identity of the employee(s) involved.
4. The specific section(s) or provision(s) of this Agreement that are claimed to have been violated.
5. The remedy sought.

The immediate supervisor shall have five (5) days in which to hold the meeting and five (5) days following such meeting to present a written explanation of her/his position on the grievance to the grievant and to the Union.

B. Step 2

Should the grievant be dissatisfied with the immediate supervisor's decision, she/he may petition within ten (10) days thereafter to be heard by the building principal. The principal will present within ten (10) days after such a hearing a written decision on the grievance to the grievant and to the Union.

C. Step 3

Should the grievant be dissatisfied with the principal's decisions, she/he may petition within ten (10) days thereafter to be heard by the superintendent. The superintendent will present within fifteen (15) days after such a hearing a written decision on the grievance to the grievant and to the Union.

D. Step 4

If the grievance is not resolved at Step 3, then the Union within ten (10) days after the date of the receipt of the written answer from the superintendent may submit the grievance to the Board of Education. The Union shall submit a request to be placed on the agenda for the next regular meeting of the Board. The Board shall give a decision in writing to the Union within ten (10) days following the meeting at which the Union made the presentation.

E. Step 5 (Mediation Prior to Arbitration)

If the grievance is not satisfactorily resolved at Step 4, either party may request to advance the grievance to mediation within ten (10) working days of the Step 4 response or the date on which such response was due, whichever occurred first. Mediation may be requested by written notice to the Director of Human Resources or the Union Representative. If both sides agree to mediation, then the Union and the Administration shall jointly request the Federal Mediation and Conciliation Service (FMCS) to provide the services of a Mediator at a time or times convenient to the parties. More than one grievance may be submitted to the same Mediator if the parties mutually agree in writing. In the event of a unilateral or mutual waiver, the grievance may be advanced directly to arbitration as set forth below. The Union and the District agree not to reveal information disclosed during mediation to anyone outside of FMCS or the individuals representing the Union and District. The Union and District acknowledge and agree that any decision to mediate a grievance does not constitute an admission of a contract violation or the strengths and weaknesses of the parties' positions.

Step 5 will be in place as long as the mediation services are free of charge.

E. Step 6

If the Union is not satisfied with the disposition of the grievance at Step No. 5, the Union may submit the grievance to final and binding arbitration with the Federal Mediation and Conciliation Service, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date of answer, then the grievance shall be deemed withdrawn. The Union may withdraw the grievance at any time or settle the grievance in a non-precedent setting manner.

1. No more than one (1) grievance at any one (1) time shall be referred to the Arbitrator unless otherwise stipulated by an agreement between the parties.
2. Only grievances which involve an alleged violation of a specific section or provision of this Agreement which are processed in the manner and within the time limits provided herein shall be subject to arbitration.
3. The jurisdiction of the Arbitrator is limited to:
 - a. The interpretation of the specific term(s) of this Agreement which are applicable to the particular issue presented to the Arbitrator.
 - b. The rendering of a decision of award which in no way modifies, adds to, subtracts from, changes or amends any term or condition of this Agreement or which is in conflict with any of the provisions of this Agreement.
 - c. Providing a remedy within the terms of the Agreement.

The fees and expenses of the Arbitrator shall be paid one-half (1/2) by each party.

4. Neither party shall disclose in any manner to the Arbitrator any information concerning previous offers of settlement made by the other party.
5. Any grievance not processed within the time limits specified within steps 1, 2, and 3 of this Article shall be deemed finally closed, unless the parties otherwise mutually agree in writing.

Section 4.6 – Initiation of Special Types of Grievances

Where an employee in the Union has a grievance arising from the action of authority higher than a principal, the grievance may be filed originally at Step No. 3 of the procedure and information copies of the grievance shall be sent simultaneously to the principal.

Section 4.7 – General Provisions

- A. Upon settlement or final disposition of the grievance all documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and not in the personnel file of the participants.
- B. Should the processing of any grievance require that an employee acting individually or as a Union representative be released from her/his regular assignment, said employee shall be released without loss of pay or benefits.

ARTICLE 5

UNION RIGHTS

Section 5.1 – Union Activity During Working Hours

Employees shall, after giving appropriate notice to their supervisor, be allowed reasonable time off with pay/benefits during working hours to attend grievance hearings or meetings called or agreed to by the District.

Union representatives may be released from their work assignments for union leave to tend to union business. The District shall dock the pay of the employees for the days excused. Such leave shall not exceed a combined total of three (3) days, except during the AFSCME training programs and conventions of a longer duration, and will be preceded by one week's advance notice. AFSCME training programs and conventions lasting for more than three (3) days shall be preceded by one month's advance notice.

Section 5.2 – Access to Premises by Union Representatives

The District agrees that AFSCME representatives shall have reasonable access to the premises of the District giving notice upon arrival to the appropriate district representative or the building principal's office. The Union shall have access to a room within the respective department to meet with bargaining unit employees during the workday for workplace meetings involving grievances, investigations and workplace-related complaints without loss of pay for employees (including employees representing the Union).

Section 5.3 – Union Bulletin Boards

A Bargaining Unit employee lounge, which is safe and healthy, shall be provided for each building. The lounge shall be cleaned regularly. A Union bulletin board shall be provided in the employee lounge at each location.

Section 5.4 – Notice of Personnel Changes

The District will provide the Union steward with copies of the Board personnel list if related to this bargaining unit.

Section 5.5 – Distribution of Union Literature

An employee shall be permitted to distribute Union literature during her/his non-working hours. The Union shall be allowed to use the District's mail system to distribute Union literature.

Section 5.6 – Use of District Facilities

The Union may hold Union meetings during non-school hours provided that the schedule and use is approved by the building principal in advance, and they do not disrupt other school activities, and that the Union assumes the responsibility for any extraordinary costs associated with such use.

Section 5.7 – Labor/Management Committee Meetings

For the purpose of maintaining communications between labor and management and to discuss and solve problems of mutual concern, the designated administrator will be available to meet monthly with the Union representative at a mutually agreed time.

Section 5.8 – Public Records

All public records of the District shall be available for inspection upon written request by the Union.

Section 5.9 – School Calendars

Within thirty (30) days of the adoption of the school calendar by the school board, the administration will share the calendar with the union leadership. Discussions regarding the calendar and negotiation of its impact should be completed prior to August 15 of the approaching school year unless by mutual agreement the discussions are extended.

Section 5.10 – Orientation

The Union shall be permitted to meet with new bargaining unit employees on duty for one hour within the first two (2) weeks of employment without loss of pay.

Section 5.11 – District Committees

The Union may request from the District and Faculty Association (where applicable) to have employee representatives, appointed by the Union, on any committee that impacts the bargaining unit (such as Insurance Committee). Permission to join shall not be unreasonably denied by the District. No decision impacting the terms and conditions of this contract, however, shall be implemented through any District committee without Union negotiations.

Section 5.12 – Steward Training

Employees shall be allowed time off without pay to attend Certified Stewards Training if such attendance does not substantially interfere with the District's operations. Such training shall not exceed two (2) work days for each Steward for the term of this Agreement. The employee shall provide proof of attendance.

ARTICLE 6

DISCIPLINE

Section 6.1 – Definition

The District agrees with the tenets of progressive and corrective discipline. Disciplinary action or measures shall include:

1. Oral reprimand,
2. Written reprimand,
3. Suspension (with and without pay),
4. Discharge.

In cases of oral or written reprimands, the supervisor must inform the employee that she/he is receiving an oral or written reprimand. Notations of the date and reasons for the oral reprimand may be placed in the employee's personnel file and the Union shall be entitled to a copy.

Section 6.2 – Reprimand, Suspension and Discharge

No employee shall be disciplined without just cause. Any such discipline shall be subject to the grievance procedure hereinafter set forth including arbitration. The District shall investigate the reason for imposing discipline and shall notify the employee of the discipline to be imposed within fifteen (15) working days after the District is aware of the event or action giving rise to the discipline. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Union in writing.

Disciplinary actions for unrelated issues, such as attendance or performance issues, shall not be pyramided so as to increase the level of discipline. However, nothing in this Article shall prevent the District from taking appropriate disciplinary action based on the severity of the action.

Section 6.3 – Right of Representation

An employee shall be entitled to have present a representative of the Union during any meeting which is called for the purpose of administering discipline. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Union is present. Should disciplinary action likely occur at a given meeting, the employee shall be advised immediately of said possibility and be advised of the right to representation under this provision of the Agreement.

A. Investigatory Meetings. No investigatory interview which might be used to support disciplinary action against an employee shall be conducted without a Union representative present, unless waived by the grievant.

B. Disciplinary Meetings. An employee shall be entitled to have present a representative of the Union during any meeting which is called for the purpose of administering discipline. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Union is present, except in emergencies where the employee's conduct was deemed too egregious to await the arrival of Union representation. Should disciplinary action likely occur at a given meeting, the employee shall be advised immediately of said possibility and be advised of the right to representation under this provision of the Agreement.

Section 6.4 – Probationary Period

There shall be a probationary period of ninety (90) work days for new employees during which time the Board need not have just cause to suspend or discharge an employee.

Section 6.5 – Removal of Discipline

Notations of oral or written reprimands shall be removed from an employee's record if eighteen (18) months have passed without the employee receiving an additional reprimand for the same or a similar offense. A suspension shall be removed from an employee's record if the employee does not receive any

oral reprimands, written reprimands and/or suspensions for a period of twenty-four (24) months from the date of the last suspension for the same or similar offense. The removal from the employee's record shall not prohibit the recording of such suspension time elsewhere for the purpose of time and pay records.

The above removal of discipline from the employee's record shall be done at the request of the employee after the prescribed time has passed, but in any case, expired disciplines shall not be used against the employee as a preceding step in additional discipline.

ARTICLE 7 **VACATIONS**

Section 7.1 – Qualifying Period

The vacation qualifying period shall be between June 30 of the current vacation year and July 1 of the preceding year. Anyone hired during the fiscal year (July 1 - June 30) shall not be allowed to take vacation days until after the beginning of the next fiscal year. In qualifying for sixteen (16) days vacation, an employee must have been employed for a full five (5) years by July 1 of the year in which the vacation days are to be granted, and in qualifying for twenty-one (21) days of vacation, an employee must have been employed for a full ten (10) years by July 1 of the year in which the vacation days are to be granted. (For example, an employee hired after July 1, 1980 would be eligible for fifteen (15) days of vacation on July 1, 1986--not July 1, 1985.)

Section 7.2 – Vacation Schedule -- Twelve-Month Employee

Twelve-month employees' paid vacation schedule shall be as follows:

0-1 year	=	One (1) day vacation per month of service (not to exceed ten (10) days)
1-5 years	=	Eleven (11) days vacation
6-10 years	=	Sixteen (16) days vacation
After 10 years	=	Twenty-one (21) days vacation

Vacation time should be utilized during the summer period, winter and/or spring vacations of teachers and students. The summer period starts one week after school has ended and ends two weeks before school begins. Prior approval from the appropriate supervisor must be secured by anyone desiring to take any vacation time. No more than two (2) weeks of vacation may be taken at any one time unless approved by the building principal, designee, or appropriate district administrator.

Section 7.3 – Vacation Requests

All vacation requests shall be submitted to the building principal or designee or in the case of district office employees, the Director of Human Resources or designee. Vacation requests shall be granted in seniority order. Upon separation from employment, vacation time earned but not used will be paid at the employee's current salary rate.

Section 7.4 – Calculation of Vacation Time

Vacation time shall be calculated from the employee's date of employment for continuous service of four (4) hours/day, five (5) days a week. For vacation purposes, calculation of part-time service shall be based on the number of annual hours of work prorated against the number of hours a full-time, twelve (12) month employee works in a year.

ARTICLE 8

HOLIDAYS

Section 8.1 – Paid Holidays

The following paid holidays shall be granted to all employees:

*Independence Day	*New Year's Eve
Labor Day	*New Year's Day
Columbus Day	King's Birthday
Veterans Day	President's Day
Thanksgiving Day	Good Friday
Wednesday before and Friday after Thanksgiving	Memorial Day
*Christmas Eve	Pulaski's Birthday
*Christmas Day	(while state law)
Floating Holiday	

- A. When Christmas and New Year's Eves fall on a Saturday or Sunday, the offices will be closed on an alternate day. However, should the preceding Friday be a student attendance day, the offices must be open all day. When this situation arises, one day of vacation will be given to each twelve-month employee during the Christmas break with approval of the building principal, designee, or appropriate district administrator.
- B. When Independence Day, Columbus Day, Veteran's Day, Christmas Day, New Year's Day, King's Birthday, Lincoln's Birthday or Memorial Day fall on a weekend, an alternate vacation day shall be granted. The date shall be approved by the building principal, designee, or appropriate district administrator.
- C. When the Wednesday before Thanksgiving is a student attendance day, it shall not be a paid holiday, however.
- D. The above paid holidays will not decrease below the current number of holidays listed. In the event one of the listed holidays is no longer celebrated by the District, the employee shall be given a floating holiday(s) in its stead.

Section 8.2 – Holiday in Vacation Period

A holiday falling within a vacation period shall be added to the employee's vacation period. A holiday occurring while an employee is on paid leave for sickness or injury shall be considered a paid holiday and shall not count against her/his sick leave.

ARTICLE 9

HOURS

Section 9.1 – Hours at Work

- A. The normal full work week during the school year and during the week following the close of school and the week preceding the opening of school shall be thirty-eight and three-quarter (38-3/4) hours, a work day during this time shall be seven and three-quarters (7 3/4) hours. The hours during which the offices in the schools will be open will be determined by the building principals. The specific hours in the district offices shall be determined by the appropriate district administrator. A thirty-five (35) hour normal full work week shall be in effect during the following periods: weeks during the summer not specified above; the winter and spring vacation days for teachers and students; any non-student parent/teacher conference day, and on teacher institute days. The work day during this period will be seven (7) hours unless there is a four day work week in effect. If that is the case, will follow the procedures set out in the letter of understanding.
- B. Each full-time staff member shall chose, with the supervisor's approval, which shall not be unreasonably denied, either one (1) hour or one-half (1/2) hour for lunch and a fifteen (15) minute break in the morning and afternoon. It is not permissible for employees to leave the building during breaks. Employees may not forego breaks or lunch in order to shorten the work day.
- C. Part-time staff members, working five (5) hours or more a day, must take a lunch break. These employees shall be entitled to one fifteen (15) minute break.
- D. Employees shall be paid time and one-half (1-1/2) only for hours in excess of thirty-eight and three-quarter (38-3/4) hours.
- E. Work for which overtime pay is to be granted must be approved in advance by the appropriate supervising administrator.
- F. Every effort will be made by administration to notify staff of their summer school reassignment no less than one month prior to the end of the school year.
- G. All bargaining unit members shall be required to use the District's biometric scanning equipment and software for the following reasons: (1) to check in for attendance on each work day; (2) to record all hours worked for extra-duty assignments or work that is beyond the regular work day as specified in Section 9.1(A) above; and (3) to input and record online their use of any available benefit leave time (e.g. sick days, personal business leave or vacation days).

Section 9.2 – Overtime Pay

- A. Employees working assigned, approved time in excess of thirty-eight and three-quarter (38-3/4) hours or their regular work week, whichever is longer, shall be given either overtime pay or compensatory time at the rate of one and one-half (1-1/2) times the employee's regular rate of pay. The employee may elect to take either overtime pay or compensatory time off. Paid holidays, approved sick leave, personal business day, or vacation days shall be included in regular time for purposes of computing overtime.
- B. Overtime assignments will be made on a rotational basis at each work site to employees who normally do the work assigned. In the event overtime is required, the Director of Human Resources or his/her designee shall solicit volunteers to fill the overtime positions. Volunteer lists can be developed twice per year, June and October. In the event no volunteers are available or the volunteers available are unqualified in the opinion of the Director of Human Resources or designee, overtime may be assigned. Reasonable advance notice will be given to employees assigned overtime. Rotation lists will be developed using seniority.

- C. Only sixty-five (65) hours of compensatory time can be earned in a contract year. Use of compensatory time must be approved by the employee's immediate supervisor. Compensatory time earned must be used during the contract year in which it is earned or cashed in for pay at the pay rate in effect for the employee at the time the compensatory time was earned. The District shall guarantee opportunities for a minimum of five (5) days (depending on the school calendar year) compensatory time for employees to cover building closures, for example winter break, extended Casimir Pulaski Day holiday, or extended Fourth of July holiday.
- D. All overtime hours worked must be submitted on a time sheet to the building principal in accordance with human resources office procedures. Request for use of compensatory time off shall be submitted in writing to the building principal in accordance with human resources office procedures. All overtime worked in a pay period must be submitted to payroll for the next pay period for either payment or compensatory time. Overtime hours may not be held and the hours accumulated and then submitted for a one time payment or compensatory time allocation. Overtime hours that are submitted more than twenty-one (21) workdays after the payroll reporting due date may subject the employee to disciplinary action.
- E. The decision to assign overtime will not be based upon an employee's preference for either compensatory time or overtime pay.

ARTICLE 10 **INSURANCE**

A. HEALTH AND MAJOR MEDICAL INSURANCE

1. The Board of Education shall make available to all regularly employed (working over twenty-five (25) hours a week) two health and major medical insurance options: a HMO Plan and PPO Plan
2. The cost of individual and family coverage shall be provided at Board expense, except as provided in Article 10, Section A, Paragraph 2 below. Each employee shall be required annually during the month of September to select the desired insurance option. Said coverage is for twelve (12) months. Employees electing single coverage under the HMO Plan shall be required to contribute the following amounts:

2020-2021	\$226.80
2021-2022	\$230.00
2022-2023	\$233.60
2023-2024	TBD

Employees electing single coverage in the PPO Plan shall be required to contribute the following amounts:

2020-2021	\$292.00
2021-2022	\$297.20
2022-2023	\$302.40
2023-2024	TBD

2. Employees electing family coverage under the HMO Plan shall be required to contribute the following amounts:

2020-2021	\$1,133.20
2021-2022	\$1,150.40
2022-2023	\$1,167.60
2023-2024	TBD

Employees electing family coverage under the PPO Plan shall be required to contribute the following amounts:

2020-2021	\$1,273.60
2021-2022	\$1,295.60
2022-2023	\$1,318.40
2023-2024	TBD

The annual employee contributions will be assessed through equal payroll deductions. Bargaining Unit employees shall pay 40% of the premium costs that teachers pay. 2023-2024 premium rates will be determined by the next teachers' collective bargaining agreement. The current teachers' collective bargaining agreement expires on July 31, 2023.

Deductibles:

- | | | |
|-----------------|--------------------|---|
| • Single | 2020-2023: \$500 | 2023-2024: To be negotiated with teachers |
| • Family | 2020-2023: \$1,000 | 2023-2024: To be negotiated with teachers |

Out of Pocket Maximum:

- | | | |
|-----------------|--------------------|---|
| • Single | 2020-2023: \$800 | 2023-2024: To be negotiated with teachers |
| • Family | 2020-2023: \$1,600 | 2023-2024: To be negotiated with teachers |

Drug Co-Pays:

- | | | |
|----------------------------|---------------------|---|
| • Generic | 2020-2023: \$10/10* | 2023-2024: To be negotiated with teachers |
| • Non-Gen Formulary | 2020-2023: \$25/20* | 2023-2024: To be negotiated with teachers |
| • Non-Formulary | 2020-2023: \$45/40* | 2023-2024: To be negotiated with teachers |

*The first number pertains to PPO drug co-pays, while the second number pertains to HMO drug co-pays. See the current teachers' collective bargaining agreement (pg. 67) for reference.

Rate changes, if applicable, shall be effective August 1st of each year.

3. A joint committee of administrators and all District employee groups shall investigate proposed changes in insurance, and any potential riders, monitor implementation of the PPO, cost savings, PPO hospital network, and other insurance issues as they evolve.

The health insurance plan shall include Hospice coverage.

Employees not enrolling dependents at the time of employment may enroll them at a later date by furnishing for each dependent, "Evidence of Insurability" which requires a physical examination paid by the employee. New employees only may enroll dependents without an approved "Evidence of Insurability" during the first thirty (30) days of employment.

- B. All employees also receive dental insurance paid by the Board of Education. A dependent plan is available on a payroll deduction basis.
- C. All regularly employed (working over twenty-five (25) hours a week) employees of District 205 shall be covered by one and one-half (1 ½) times their annual rate of pay to a maximum of \$50,000 life insurance, one and one-half (1 ½) times their annual rate of pay to a maximum of \$50,000 accidental death and dismemberment benefits furnished on a twelve month basis at no cost to the employee.
- D. All employees are eligible to participate in the District's early retirement hospitalization plan as outlined in the Board Policy Book.
- E. The retirement insurance premium will be set annually by the District for the subsequent school year and all participants may elect to pay the annual premium in advance or may pay it in two (2) equal installments as agreed upon by the Director of Human Resources. Early retirees may remain in this program until such time as they are eligible for Medicare.
- F. The district will provide an open enrollment period once a year during the term of this Agreement.
- G. Disability insurance will be provided at seventy percent (70%) of the employee's salary. Coverage will be provided for a maximum of twenty-four (24) months following the waiting period of thirty (30) days after the last day for which salary is paid including sick leave and vacation days. Appropriate doctor's verification is required.

ARTICLE 11

TEMPORARY ASSIGNMENT

Section 11.1 – Payment

The District may temporarily assign an employee to perform duties of another job title. It shall be the practice of the District to give every consideration to bargaining unit members when filling temporary job openings of at least two weeks. The District shall attempt to make temporary assignments to employees in the next lower classification and when feasible consider seniority when making the assignment. When a temporary job opening exists, the "back up" employee shall be offered the first opportunity to fill the temporary job opening. If the temporary assignment is in a higher category or if an employee is assigned another employee's duties for an extended period of time (in excess of three (3) consecutive work days and all days worked are consecutive days) an additional twenty percent (20%) per day of salary shall be granted. Such pay shall be retroactive to the first day of the assignment. This clause only applies to temporary assignments, not increases in work due to permanent changes.

Section 11.2 – Workload

When employees are given a demonstrably increased workload within the job classification on a temporary basis, the employee shall be given as much time as practicable in order to prepare for the increased workload, have discussions with their supervisor about the altered work priorities in order to accommodate the increased workload and determine how the work will be accomplished. The employee shall have the right to include a Union Representative in the meeting to help facilitate solutions, ask relevant questions, etc.

When an employee is given a demonstrably increased workload on a permanent basis, an employee may request a meeting with their Union Representative and their supervisor to determine how the work will be accomplished, what current duties if any shall no longer be a priority, etc.

ARTICLE 12

JOB AUDIT

Section 12.1 – Job Descriptions

The District shall, upon request, provide each employee with a description of their duties and responsibilities in the form of a "Job Description." Such job description shall contain the principal duties, responsibilities, and supervisory relationship. When changes in a classification occur, the job description shall be amended to provide a current description of the employee's duties and responsibilities.

The District, upon request, shall make available to the Union the job description of any bargaining unit classification. The District shall provide changes thereto as such changes occur. New, promoted and transferred employees shall be oriented as to their duties, responsibilities, supervisory relationships and be given a copy of their job description. The phrase "perform related duties as assigned" as used in a given job description shall be interpreted with reason by supervisors.

Section 12.2 – Job Audit

When a question arises as to whether or not an employee in a given Classification is working out of their classification, the employee or Union may request, in writing, a job audit. Such requests shall not be honored or acted upon more than once every twelve (12) months. The Office of Human Resources shall conduct and complete such audit within thirty (30) calendar days of the date the Office of Human Resources receives a request. Reasonable work time will be provided for the employee to collaborate with the supervisor to create a record of their duties. The results of such audit will be provided in writing to the employee and the Local President within thirty (30) calendar days. However, the Human Resources Director shall make the final decision with respect to any changes to the job description. If the audit substantiates that an employee has been performing the duties of a higher- rated classification, the employee shall be paid at the higher rate retroactive to the date the written job audit request was received. The Office of Human Resources will discuss with the employee the reasons for the determination in the classification specification, if so requested.

Section 12.3 – Changes in Job Description

The Union and the Administration agree that should job descriptions be changed, the employee and the Union will receive a copy of the revised descriptions. The Union may request and will receive opportunity to discuss and negotiate the new job descriptions with a district representative. The Union agrees that the District has the final authority to establish job descriptions. Notifications to both employee and the Union shall be timely.

When minimum requirements for a position are revised, the incumbent employee(s) in the position(s) is(are) required to take any training provided by the employer at the employer's expense. Employee(s) who do not meet the minimum requirements established after training and within thirty (30) days shall be assigned to another classification.

ARTICLE 13

SENIORITY

Section 13.1 – Determination of Seniority

Seniority is defined as the employee's total length of continuous service as a member of the bargaining unit (four (4) hours or more per day for five (5) days per week) with the district. An employee who is on lay-off can have her/his seniority restored if she/he is rehired within one (1) year from the date of her/his lay-off. In the event there is a tie regarding seniority, then the employee's hiring date shall be used as a tie-breaker with the employee hired first being listed first on the seniority list.

Section 13.2 – Seniority List

The District shall provide the Union the following employee information once a month in Excel file form: name, address, job title, worksite location, work phone numbers, identification number, date of hire, work email address, any home and personal cellular telephone numbers on file with the District, and any personal email addresses on file with the District. Within 10 days from the date of hire of a bargaining unit employee, such information concerning the new employee shall also be provided to the Union in an electronic file.

Section 13.3 – Loss of Seniority

- A. Seniority shall be lost upon the following: 1) resignation, 2) dismissal, 3) retirement, 4) promotion to a position outside the bargaining unit. This provision does not apply to an employee who was dismissed but later reinstated through the award of an Arbitrator.
- B. Seniority is retained but shall not accrue during the following: 1) layoff, 2) unpaid leave of absence. Seniority shall be retained during an unpaid Family Medical Leave of Absence.

ARTICLE 14

FILLING OF VACANCIES

Section 14.1 – Posting

- A. All vacancies for bargaining unit positions, and extra compensation positions where service in District 205 will be considered for placement, shall be posted on the District's "AppliTrack" website (or similar technology/program then in effect), via email to current bargaining unit members, bulletin boards in the lounge, by the mailboxes of each school, and in the district office for a period of four (4) days, with days being defined as days in which the District business office is in operation. The posting shall state the position, the pay, the job description, the work location, and the work assignment. The Union President will be provided a list of all internal applicants at the close of the filing period.
- B. Criteria for selecting a person to fill the vacancy shall include: qualifications, work related skills, previous work related experience, and attendance (any pattern of excessive absenteeism) as contained in personnel file, and seniority.
- C. In situations when a current employee is promoted to a higher category, the employee shall be appointed for a 60 work day trial period. If the supervisor determines that the employee has been unsuccessful during the trial period, the employee will be returned to the previous employment category.
- D. Extra Compensation Positions. Extra compensation positions will be in addition to the current duties of the selected applicant, and shall be posted in accordance with the posting criteria set forth in Section 14.1 A.

ARTICLE 15

REDUCTION IN FORCE

Section 15.1 – Definition of Reduction In Force and Seniority

Reduction In Force shall be defined as a reduction in hours of an employee or the honorable discharge of an employee due to the decision by the employer to decrease the number of bargaining unit employees employed or to discontinue a particular type of service performed by employees in the bargaining unit. Management agrees to meet with representatives of the Union prior to distribution of layoff notices to negotiate the impact of such decisions. Seniority shall be defined as contained in Article 13. The District agrees not to reduce in hours, change job title, discharge, or discontinue particular types of service performed by bargaining unit employees for the purpose of hiring non-bargaining unit employees, or contracting out work currently being performed by employees within the bargaining unit.

Section 15.2 – General Procedures

- A. If the bargaining unit member(s) is/are removed or dismissed as a result of a decision by the employer to decrease the number of bargaining unit employees or to discontinue a particular type of bargaining unit service, written notice shall be mailed to the employee(s) and also given to the employee(s) either by certified mail, return receipt requested, or personal delivery with receipt at least sixty (60) days before the end of the school term, together with a statement of honorable dismissal and the reasons therefore.
- B. The employee(s) with the shorter length of seniority shall be dismissed first. For purposes of implementing this provision an employee's seniority rights shall be those earned at the time the reduction in force occurs. Additionally, any employee whose position has been eliminated under this provision shall receive consideration for available vacant positions for which the employee is qualified.
- C. If layoffs occur the District agrees to afford all employees an opportunity to volunteer to be laid off. Such employees shall be entitled to all rights and benefits any laid off employee is entitled to.
- D. An employee who is about to be laid off from one classification shall be given the opportunity to replace least senior employees in lateral or lower classifications provided he/she possesses the minimum requirements of that classification. Employees who accept work in a lower classification shall retain recall rights to the higher classification for two (2) years.

Section 15.3 – Classifications Within Bargaining Unit

For purposes of this Agreement, each continuing employee shall earn seniority rights within one of the following classifications from date of hire:

- 1) Executive Administrative Assistant
- 2) Administrative Assistant I
- 3) Administrative Assistant II
- 4) Specialist I
- 5) Specialist
- 6) Office Assistant

Section 15.4 – Recall Rights

If the employer has any vacancies for the following school term or within two (2) years from the date of dismissal, from the beginning of the following school term, the position thereby becoming available within the specific classifications (Section 15.3) shall be tendered to the employee(s) so removed or dismissed from that classification, so far as they are qualified to hold such positions. The District agrees not to hire any non-bargaining unit employees for positions that laid-off bargaining unit employees are qualified to perform within the recall period. Such bargaining unit employees shall be recalled in order of seniority, and may be interviewed and tested if recalled to a different position or classification.

ARTICLE 16

LEAVES OF ABSENCE

Section 16.1 – Sick Leave

- A. Absences are to be reported to the appropriate supervising administrator. The reasons and probable duration of such absence shall be provided at that time. The person should also report any work to be completed during the period of absence.
- B. First-year and second-year twelve-month employees shall be granted a total of twelve (12) days in any one (1) school year. All those employed for more than two (2) years shall be granted fifteen (15) days a year (July 1 through June 30).
- C. All probationary employees shall be entitled to one (1) day of sick leave a month during the ninety (90) day probationary period.
- D. All full-time employees may accumulate unused sick days to a maximum of two hundred forty (240) days.
- E. Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. The immediate family, for purposes of this section, shall include: parents, spouses and partners in a legally recognized civil union, brothers, sisters, children, grandchildren, parents-in-law, legal guardians, grandparents, grandparents-in-law, brothers-in-law and sisters-in-law.
- F. The school board may require a physician's certificate (if the treatment is by prayer or spiritual means, a certificate of a spiritual advisor or practitioner of such person's faith) as a basis for pay for an absence.

Section 16.2 – Leave for Personal Business

- A. The Board shall grant one (1) personal leave day at full pay for personal business which cannot be transacted at any other time. Such leave shall be non-cumulative. The request for a day of personal leave shall be made in writing to the immediate supervisor who will forward the request to the principal (in cases of district personnel, to the designated district administrator) for approval. The principal (or district administrator) will sign the request and send a copy to each of the following personnel: the employee applying for a day of personal leave, the payroll manager and the district administrator responsible for personnel. The principal shall retain a copy of the request.
- B. Except in cases of emergency, advanced written notice of the necessity for personal leave shall be submitted as soon as possible to the principal (or district administrator). Personal leave shall be construed to include religious holidays.
- C. Neither the first twenty (20) nor the last twenty (20) days of the school term shall be recognized as a personal leave day unless a religious holiday falls within this period. Any exception to this statement must be recommended to the district administrator responsible for personnel who may approve a variation of this policy.

Section 16.3 – Educational Leave

When new technology or other changes in the work place require additional training, as determined by the District, such training shall be provided and attendance in this training shall be paid at the applicable rate. The District will permit employees to upgrade their skills during school time, with pay, when such skill improvement is directed by the District. The District agrees to provide an education benefit of five hundred dollars (\$500) per year to allow employees to attend college and/or university courses that benefit the District. The Educational Leave must have prior approval of Human Resources.

Section 16.4 – Compassion and Child Rearing Leave

Leave without pay for a period of time not to exceed one (1) year in any school year shall be granted to employees with no less than two (2) years of continued service in the District for the purpose of remaining at home to care for seriously ill member(s) of the immediate family or to care for a newborn child. Employees can take leave in case of temporary dislocation of the family due to a natural disaster, crime or other disruptive event. A request for such leave shall be presented in writing no less than thirty (30) calendar days prior to the commencement of such leave, unless other emergency arrangements can be made between the employee and administration. The request for leave shall state the commencement and termination of such leave.

Such leave shall not entitle the employee to accumulate benefits while on leave, however, an employee returning from compassion or child rearing leaves shall retain prior earned seniority and accrued benefits, and the salary level held at the time of the leave. Failure of an employee to deliver to the Director of Human Resources a written declaration of intent to return thirty (30) calendar days prior to the termination of the leave, and no later than March 1, shall be determined to be a resignation, unless the Director of Human Resources finds reason to waive this time frame. The employee must notify the Director of Human Resources by March 1 of her/his intent to return to work the following year. Any employee who desires to return from leave of absence prior to the stated termination date of the leave shall be reinstated no later than thirty (30) calendar days from the date of such a request.

Reinstatement, upon return from the leave of absence, shall be to a position equivalent to that held prior to such leave, provided, however, that a leave shall not exempt an employee from a reduction in force. If such leave is granted, the employee shall be allowed to continue participation in district insurance programs by paying the full cost of the premiums at the group rate. Nothing herein shall prevent an employee from using her/his vacation, personal days, and sick days prior to the commencement of family leave provided that such days are used within the guidelines as stated in other provisions of this contract.

The immediate family, for the purpose of this section, shall include: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, and others with the approval of the Director of Human Resources.

Section 16.5 – Attendance in Court

An employee called to jury duty or subpoenaed to appear in court on a work related matter, shall receive full pay.

Section 16.6 – Family and Medical Leave

A. Definitions As used in this section:

1. *"Eligible employee"* means an employee who has been employed in a full-time capacity with the District for at least twelve (12) months or has at least 1250 hours of service with the District during the twelve months which precede the period of the requested leave.
2. The term *"equivalent position"* shall mean any position for which an eligible employee is qualified to work with compensation and benefits same as or similar to the compensation and benefits received by an eligible employee prior to being granted a leave under this section.
3. Other terms shall be defined as defined in the *Family and Medical Leave Act* (P.L. 103-3) and rules and regulations as promulgated by the United States Department of Labor.

B. Leaves

Eligible employees shall be granted a total of 12 work weeks of unpaid leave during any year for one or more of the following reasons:

1. the birth of a child and/or care for a newborn child;
2. the adoption of a child or the placement of a foster child;
3. to care for a spouse, son, daughter, child of a person standing in loco parentis, parent, or an individual who stood in loco parentis to an employee when the employee was a son or daughter

- who has serious health conditions; and
4. a serious health condition that makes the employee unable to perform his/her job.

C. Use of Accrued Paid Personal or Sick Days

The eligible employees requesting *Family and Medical Leave* herein may use any available accrued paid personal days towards computation of days used as part of any 12-week period allowed. Eligible employees requesting leave for reasons 3 and 4 above may also use accrued paid sick leave. If requested by the eligible employee and after all available accrued paid personal or sick days have been expended, the Board shall grant any necessary additional unpaid leave so that the total of available *Family and Medical Leave* equals 12 weeks.

D. Continuation of Health Insurance

As defined in the *Family and Medical Leave Act* no eligible employee taking family medical leave shall experience the loss of benefits, such as group life insurance, disability insurance, pension benefits, or other such employment benefits accrued before the date the *Family and Medical Leave* started. Benefits will continue at the same level and under the same conditions that existed at the time of the commencement of this leave.

E. Notification

An eligible employee shall provide the Superintendent at least thirty (30) days advance notice before the date the leave is to begin of the employee's intention to take the leave, if the need for the leave is foreseeable based on expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the eligible employee or of a defined family member. The employee shall additionally provide the Superintendent at least thirty (30) days notice before the date the leave is to terminate of the employee's intention to return to work.

If thirty (30) days advance notice is not practicable due to a lack of knowledge of approximately when leave will be required to begin or terminate, a change in circumstance, or a medical emergency, notice of the employee's intention to take leave or to return to work must be given to the Superintendent as soon as practicable after the need for leave or terminate date becomes known to the employee.

An eligible employee shall make every reasonable effort to schedule a planned medical treatment so as not to disrupt unduly the operations of the District, subject to the approval of the health care provider.

- F.** An eligible employee who takes leave under this Act shall be entitled, on return from such leave, to be restored to a position of employment held by the employee when the leave commenced or to be restored to an equivalent position with equivalent employee benefits, pay, and other terms and conditions of employment.

G. Repealer

In the event that the *Family and Medical Leave Act* is repealed, then this section of this Article shall, as of the date of repeal, no longer be in force and effect.

Section 16.7 – School Visitation Leave

The Employer shall grant employees time without any loss of pay and benefits to attend school conferences or classroom activities related to the employee's child (biological, adopted or foster), step child or legal ward of an employee, who is enrolled in a primary or secondary public or private school pursuant to the *Illinois School Visitation Rights Act*.

In the event that the *Illinois School Visitation Rights Act* is repealed, then this section of this Article shall, as of the date of repeal, no longer be in force and effect.

Section 16.8 – Sick Leave Donation

If an employee becomes ill with an FMLA certifiable condition, has exhausted all their available benefit

time and still has a serious medical condition that forces them to miss work, they may request that the District put out a Request for Donation of benefit time from other bargaining unit employees. Any unused donated time shall be divided equally and returned to the donors at the end of the leave. More than one request can be made on behalf of the same employee, provided the above criteria is met and the identities of the donors may remain anonymous upon their request.

Section 16.9 – Worker's Compensation

Absence due to duty-connected injury requiring physician's attention shall not be deducted from the employee's accumulated sick leave and shall receive full salary less Worker's Compensation for the period of absence due to the stated, duty-connected injury.

ARTICLE 17

PERSONNEL FILES

Section 17.1 – Personnel Files

The District shall maintain only one (1) personnel file for each employee. An employee and/or her/his authorized representative shall have the right to review her/his file. Such review may be made during working hours with no loss in pay. Reasonable request to copy documents shall be honored.

The District shall give the employee a copy of any disciplinary action or material which is placed in the employee's file. The employee shall have the right to rebuttal of any material in the file, and such a rebuttal shall be placed in the file.

Section 17.2 – Attendance Records

- A. The District shall maintain accurate, daily attendance records.
- B. An employee shall have the right to review her/his personnel records on file with the District.

ARTICLE 18

WORKING CONDITIONS, SAFETY AND HEALTH

Section 18.1 – Damage to Personal Property

The Board shall indemnify employees against any loss resulting from the damage, destruction or theft of personal property required and previously approved for the performance of the employee's duty, provided the loss is not due to negligence, as determined by the appropriate administrator. No loss shall be considered unless the employee has her/his personal property insured and then the loss shall be limited to actual loss after any personal insurance payments are made. Under no condition will the Board be responsible for more than four hundred fifty dollars (\$450.00) in total losses on a single case. Requests for payment under this provision shall be made in accordance with Business Office procedures.

Section 18.2 – Inclement Weather

When the District cancels all or part of the school day because of extreme weather conditions, all bargaining unit employees at the affected work site(s) shall be given time off with pay provided the faculty has also been released or were not required to report.

Section 18.3 – Health and Safety

The District shall provide a safe and healthy work place. The District agrees to involve members of the secretarial unit on committees related to such issues.

Section 18.4 – Employee Protection

Any case of assault, harassment, or physical attack against an employee shall be promptly reported to the building Principal or his/her designee and the Union president.

Any behavior on the part of a student, which reasonably causes an employee to feel threatened at work may subject such student to appropriate disciplinary measures, as determined solely by the Administration.

The Board agrees to comply with all employee indemnification requirements, as set forth in the *Illinois School Code*, 105 ILCS 5/10-20.20.

ARTICLE 19

JOB CLASSIFICATIONS

The Union and the Administration agree that should job descriptions be changed, the employee and the Union will receive a copy of the revised descriptions. The Union may request and will receive opportunity to discuss and negotiate the new job descriptions with a district representative. The Union agrees that the District has the final authority to establish job descriptions. Notifications to both employee and the Union shall be timely.

When minimum requirements for a position are revised, the incumbent employee(s) in the position(s) is(are) required to take any training provided by the employer at the employer's expense. Employee(s) who do not meet the minimum requirements established after training and within thirty (30) days shall be assigned to another position.

ARTICLE 20

EVALUATIONS, EMPLOYEE DEVELOPMENT AND TRAINING

Section 20.1 – Evaluations

The Union and the District encourage periodic informal conferences between the employee and her/his supervisor to discuss work performance, satisfaction, work-related problems and the work environment. If work performance problems are identified, the supervisor shall offer constructive suggestions and shall aid the employee in resolving this problem. An evaluation instrument and procedures will be developed by a joint committee comprised of bargaining unit representatives designated by the Union President and the administration, affording the Union the opportunity to make recommendations and participate in the development of such evaluation methods. The administration will have final authority to determine the evaluation instrument and procedures. It shall be used as soon as approved by the administration.

Section 20.2 – Technology

- A. The District and the Union realize the importance of the use of technology in meeting District goals and responsibilities. Therefore the District will provide opportunity for proficiency among staff and in-service opportunities for all employees, on a continuing basis, to develop and improve their skills particularly in the areas that are currently required for the job classification. If necessary, outside training will be provided and paid for by the District.
- B. An employee whose skills may be deficient in one or more areas will be given the first opportunity to improve or update their technological skills in order to perform their tasks in a manner that is consistent with the standards that have been established for a particular classification. Any employee wanting to move into a position in a higher classification must meet the technological competencies of the position. All new employees will meet the technological competencies of the position for which they are hired.

Section 20.3 – Courses and Seminars

When the Superintendent or designee approves the recommendation of the principal that an employee expand her/his knowledge or skills, the District will authorize attendance at the meeting or conference, during school hours, with pay, and with meeting reimbursement in accordance with district policy.

ARTICLE 21

INJURY ON DUTY

In the event that an employee is injured on the job or in the line of duty, the employee shall be taken to a clinic designated by the Workers' Compensation Insurance Co.

Injured employees must file a claim in the building principal's office within twenty-four (24) hours of the injury. Any exceptions to this regulation will be reviewed on an individual basis.

Should an employee receive both a payroll check from the District and a Workers' Compensation check during their absence due to a work related injury, the employee shall return the workers compensation check to the District.

ARTICLE 22

GENERAL PROVISIONS

Section 22.1 – Indemnity/Liability Insurance

The District at this time is able to purchase liability insurance which covers its employees should they be negligent.

Section 22.2 – Notification of Leave Balances

At the beginning of each school year all employees shall be given a statement of all accumulated leave time.

Section 22.3 – Welfare To Work Initiative

If a decision is made by the Board of Education to implement a "Welfare To Work" initiative, the Union shall be notified at least sixty days (60 days) in advance. Upon request of the Union, the parties shall meet promptly to exchange information and negotiate issues that arise as a result of the "Welfare To Work" initiatives. Topics to include, but are not limited to, number of individuals involved, work locations, hours of work, nature of tasks to be performed, and duration of the assignment. The District agrees to comply with all State and Federal laws concerning "Welfare to Work".

ARTICLE 23 **RETIREMENT**

Section 23.1 – Retirement/Separation

Upon retirement/resignation, District 205 employees will be compensated for unused, accumulated sick leave as follows:

- A. Such days will be reported to IMRF for the purpose of increasing pension service credit in accordance with provisions of HB202.
- B. Any days not used for pension purposes will be paid for at the rate of forty dollars (\$40.00) per day for retirement separation up to a maximum of two hundred forty (240) days and thirty-five (\$35) per day for non-retirement separation up to a maximum of one hundred (100) days. Individuals whose employment has been terminated for just cause will receive no compensation for unused accumulated sick leave days. Employees must have served in the District for at least five (5) complete years and given two (2) weeks notice to be eligible for the option. In the event of the death of the employee, payment is to be made to the heirs or the estate of the employee.

Section 23.2 – Work Opportunities

The District shall maintain a list of retired employees interested in filling in for active employees whom, for whatever reason, are on an extended leave of absence with the District. The retirees on that list will be considered first before outside contractors and shall be paid at the starting rate of the position classification.

Section 23.3 – Retirement Insurance Benefit

For those employees choosing to retire and have a minimum of twelve (12) years' experience in their current positions in the District, the Board will pay fifty percent (50%) of the premium for single health insurance coverage not to exceed \$2,500 in one (1) given year for a period not to exceed five (5) consecutive years provided the employee elects a Board/Union agreed to HMO/PPO health insurance program. The benefit expires as soon as the employee reaches Medicare eligibility.

ARTICLE 24

AUTHORITY OF THE CONTRACT

Section 24.1 – Partial Invalidity

Should any part of this Agreement or any provisions contained herein be judicially determined to be contrary to law, such invalidation of such part or provisions shall not invalidate the remaining portions hereof and they shall remain in full force and effect. The parties shall attempt to renegotiate the invalidated part or provisions.

Section 24.2 – Waiver

The parties acknowledge that during the negotiations which resulted in this Agreement and its appendices, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or by specific agreement of the parties from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement.

However, the District agrees that during the period of this Agreement, it shall not unilaterally change any bona fide past practices and policies with respect to salaries, hours, and conditions of employment enjoyed by members of the bargaining unit without prior consultation and negotiations with the Union. Where past practice conflicts with the express terms of the contract, the contract shall prevail.

Section 24.3 – Subsequent Agreements

Any and all subsequent agreements between the parties that alter the bargaining unit contract shall be reduced to writing and signed by their authorized representatives.

ARTICLE 25

WAGES

During the term of this Agreement, wages shall be paid to Employees as follows:

2020-2021 Contract Year: Employees shall receive a 2.25% raise in salary over his or her 2019-2020 salary, effective July 1, 2020. Accordingly, such 2020-2021 raises, as well as the revised Section 11.1 (Payment) amount (*i.e.* 20%), shall be retroactive to the start of the 2020-2021 school year.

2021-2022 Contract Year: Employees shall receive a 2.25% raise in salary over his or her 2020-2021 salary, effective July 1, 2021.

2022-2023 Contract Year: Employees shall receive a 2.25% raise in salary over his or her 2021-2022 salary, effective July 1, 2022.

2023-2024 Contract Year: Employees shall receive a 2.25% raise in salary over his or her 2022-2023 salary, effective July 1, 2023.

The 2019-2020 starting salaries for the Executive Administrative Assistant (*i.e.* \$38,394.31) and Administrative Assistant I (*i.e.* \$35,651.86) positions shall remain the starting salaries for those positions during each contract year of this Agreement. That is, these starting salaries shall not increase at any point throughout the term of this Agreement.

ARTICLE 26

MANAGEMENT RIGHTS

The Board retains and reserves the ultimate responsibility for proper management of the School District conferred upon and vested in it by the statutes and constitutions of the State of Illinois and the United States, including, but not limited to, the responsibility for and the right:

- A. To maintain executive management and administrative control of the School District and its properties and facilities and the professional activities of its employees as related to the conduct of school affairs.
- B. To hire all employees and, subject to the provision of the law, to determine their qualifications and the conditions for their continued employment, dismissal or demotion for just cause, and to assign, promote or transfer all such employees.
- C. To delegate authority through recognized administrative channels for the development and organization of the means and methods of governance of the District according to current written Board policy or as the same may from time to time be amended.
- D. To delegate work schedules, the hours of work, including the requirement of overtime assignments, and the duties, responsibilities and assignments of employees with respect thereto and under the terms and conditions of this Agreement.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations, procedures and practices in furtherance thereof, shall be limited by the specific express terms of this Agreement.

ARTICLE 27 DURATION

This Agreement shall be effective as of July 1, 2020, and shall continue in full force and effect until June 30, 2024 and thereafter from year to year, unless not more than one hundred eighty (180) days, but not less than sixty (60) days prior to June 30, 2024, either party gives written notice to the other of its intention to amend or terminate this Agreement.

This agreement is signed this _____, 2021.

In witness thereof:

For the American Federation of State, County and
Municipal Employees, Council 31 on Behalf of Local 3335

President

Lerna M. English
Amelia R. Rondo
Zynda Wydos
Janaka Chis
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Arnica Ashley
Denise Johnson
Jennifer Brower

Rodney Douglas
Rodney Douglas, AFSCME Local 3335 Representative

For the Board of Education of School
District 205

Board President

Nina Graham
Chonetta L. Vasser Moody
Attest: Board Secretary



THORNTON TOWNSHIP HIGH SCHOOL DISTRICT 205

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April 23rd, 2012

Letter of Understanding Between AFSCME Local 3335 and District 205 Regarding Summer Hours and a Four Day Work Week

When District 205 implements a four-day workweek during the summer months, the summer work schedule will be in effect from **one week after the end of the school year through one week prior to the start of the school year**. When the district is on a four-day workweek, Administrative Assistant staff will work nine and one-quarter (9-1/4) hour (including a one-half (1/2) hour lunch). The week **prior to the start of the school year**, summer hour workdays are 8:00 a.m. – 3:30 p.m. Please be aware of the following items regarding summer hours:

1. **District offices and switchboard hours will be 7:00 a.m. to 4:15 p.m. each day Monday through Thursday.** Each building will determine starting times for their employees. The above hours are not subject to exception
2. All Administrative Assistant staff will be expected to work a nine and one-quarter (9-1/4) hour day including a one-half (1/2) hour lunch and will receive a twenty (20) minute morning and afternoon break. Long hours will be 7:00 a.m. – 4:15 p.m.
3. If employees desire to work seven (7) hours per day for the period designated as four-day workweek, the employee may do so by giving a day of vacation per week, by taking a one-day dock per week, or by using comp time. **If an individual chooses this option, there should not be any overtime worked during the four-day workweek time period.**
 - a. The seven hour workday requires a one-half (1/2) hour unpaid lunch period which extends the workday to a total of seven and one-half (7-1/2) hours.
 - b. The hours for employees on the seven-hour day will be 8:00 a.m. – 3:30 p.m.
 - c. There is no guarantee that all requests for a seven-hour day can be approved. Requests to work short hours will be reviewed and on a departmental basis.
 - d. Anyone requesting the seven-hour option must utilize that option for the entire summer.
4. Requests for summer vacation time should be discussed with the building principal. Vacation days from the current school year may be used either for summer vacation or to work the seven-hour schedule. However, the vacation days must be expended by July 31 of each year.
5. Vacation and sick leave days will be counted as one and one-quarter (1-1/4) days for each day that is taken during the four-day workweek period. Personal days will also be prorated to equal a regular day.

Please indicate on the vacation form the days of vacation that you will be taking during the summer and the hours you wish to work during the four-day workweek period and return to your building principals or if district office Administrative Assistant to the Human Resources Office, by **March 30 each year**.

**PLEASE RETURN BY MARCH 30 TO:
—YOUR BUILDING PRINCIPAL AND
THE DISTRICT HUMAN RESOURCES OFFICE**

HOURS FOR SUMMER

- ☐ I will be working 9-1/4 hours per day. **Long hours will be 7:00 a.m. – 4:15 p.m.**
- ☐ I am requesting to work a shortened day of seven (7) hours. If approved, the seven-hour day will be assigned by the immediate supervisor. (Please check and sign below whether you want to be docked, take a vacation day each week or use comp time.) I realize that there can be no overtime worked during this time period. **Short hours will be 8:00 a.m. – 3:30 p.m.**
- ☐ I am requesting a pay dock of one (1) day per week.

Signature

- ☐ I wish to request one (1) vacation day per week.

Signature

- ☐ I wish to use comp time of seven (7) hours per week.

Signature

PLEASE MARK AN "X" ON THE DAYS THAT YOU WILL BE TAKING VACATION

<u>JUNE</u>					<u>JULY</u>					<u>AUGUST</u>				
M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F
				1	2	3	X	5	NA			1	2	NA
4	5	6	7	8	9	10	11	12	NA	6	7	8	9	10
11	12	13	14	NA	16	17	18	19	NA	13	14	15	16	17
18	19	20	21	NA	23	24	25	26	NA	20	21	22	23	24
25	26	27	28	NA	30	31				27	28	29	30	31

EMPLOYEE NAME (**Please Print**)

BUILDING PRINCIPAL'S SIGNATURE