



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, 2016– June 30, 2021

AGREEMENT
BETWEEN
BOARD OF EDUCATION
District #201, Cook County
and the
Service Employees Union
Local 73, SEIU, CTW
representing the
Security Staff
July 1, 2016
through
June 30, 2021

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

Jeffry Pesek, Board President
Date:

Trustee, SEIU Local 73
Date:

Jessica Jaramillo-Flores, Board Secretary
Date:

Brenda Woodall, SEIU Local 73
Date:

Mike Kuzniewski, Ed.D. Superintendent
Date:

Charles Marose, SEIU Local 73
Date:

Arthur Mantuca, SEIU Local 73
Date

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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 of 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 who is 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 who is permanently employed less than thirty (30) hours per week and who meets Illinois Municipal Retirement Fund ("IMRF") standards (works a minimum of 600 hours a year).

B. DAYS

The terms "days" when 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 of employment. A 12-month employee's contractual year will be based on 260, 261 or 262 days, 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 his 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 forth 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.

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 Fair Share

All employees who are not members of the Union shall, commencing on the effective date of this Agreement, or sixty (60) days after their initial employment, and continuing during the term of this Agreement, and so long as they remain non-union members of the union, pay to the Union each month their fair share of the cost of the services rendered by the Union that are chargeable to non-members under state and federal law.

The Union shall certify to the Board the amount of the fair share fee, not to exceed the dues uniformly required of members of the Union, and shall supply the Board and the non-members a copy of the basis of the calculation of the fee. The fair share fee payment shall be deducted by the Board from the earnings of the non-member employees and paid to the Union.

Non-member employees who object to the amount of the fair share fee have the right to file an unfair labor practice charge against the Union, pursuant to paragraph 1714(b) (1) of the Illinois Educational Labor Relations Act. Upon any such filing and notice of such to the Union, the Union shall place in an interest bearing escrow account, separated from other funds held by the Union, the amount of each objector's fair share payments made, and to be made, pending resolution of the charge, which is fairly placed at issue by the objection or objections, and it shall maintain the escrow account during the pendency of the charge and any judicial review pursuant to the Act.

If a non-member employee declares the right of non-association based either upon bonafide religious tenets, or teachings of a church or religious body of which such employee is a member, or upon philosophical differences, such non-member shall be required to pay an amount equal to his or her proportionate fair share, as determined under this fair share agreement, to a non-religious charitable organization mutually agreed upon by the non-member and the Union from a list compiled by the Union and the Board. If the affected employee and the Union are unable to reach an agreement on the matter, the employee may select a charitable organization for receipt of the payment from an approved list established by the Illinois Educational Labor Relations Board.

The Union shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of or by reason or action taken by the Board for the purpose of complying with the above provisions of the article, or in reliance on any list, notice, certification, affidavit or assignment furnished under any of such provisions.

4.5 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.

4.6 Union Business Release Hours

The Chapter President of the Morton Security Employees Union shall be permitted no more than one (1) release period per week for work with members of the security employees union or work in relation to the security employees union. The Chapter President shall notify the District of his/her requested day and period for Union business prior to the commencement of the school year. The Chapter President's request shall be subject to approval of the District. The Chapter President shall notify the District and building principal(s) by May 15th, in writing, of any requested additional amount of

time to conduct Union business for the following school year. The Chapter President's request shall be subject to the approval of the District and respective building principal(s). If, by mutual agreement of the Union and District, the Chapter President is granted additional release time beyond the one (1) release period per week provided under this section, the Union must reimburse the Board for the Union President's prorated salary for the additional release period(s).

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 of 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 to 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.

VI. 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 fifteen (15) 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 Service (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 Service (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 decision of the arbitrator shall be in writing and shall 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 divided equally between the Union and the Board provided, however, that 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 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 (1 ½) times the regular hourly rate. Such rate will be paid for all hours worked after forty (40) in one week or after eight (8) 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 in excess of 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 at time and one-half the regular rate of pay in addition to holiday pay. Ten-month employees will receive time and one-half for 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 above and 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 at straight time except for those Sunday hours worked which are over eight in a day or forty in the week.

7.5 Overtime Approval

All overtime work must be approved by the employee's immediate supervisor prior to the employee actually performing the overtime work. 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. 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 in excess of seven (7) minutes after reporting time, the employee shall be docked a quarter (0.25) hour of pay or the amount of time the employee is actually tardy. At each time clock the District shall provide hand sanitizer for the employees use.

7.7 Security Working Weekend/Evening Activities

The District agrees that all security employees shall be offered the opportunity to sign up to work evening and weekend activities as security where the administration has determined that security employees are required. The volunteer list will be posted at the beginning of each school year. Security bargaining unit members assigned to work such activities as security guards will be paid at the contractual rate of pay. Any evening or weekend activity work requiring a chaperone or other type of extra-duty employment shall be offered to security bargaining unit employees and all other bargaining unit employees pursuant to the rotational schedule maintained by the administration. If an employee that has signed the volunteer list refuses the opportunity to work a weekend/evening event, it shall be recorded and considered as having worked for the purpose of equalization of weekend/evening work opportunities. If an employee refuses to work such weekend/evening opportunities three (3) times within a fiscal year, the employee will be removed from the volunteer list for the remainder of the fiscal year. A copy of the volunteer list will be given to the Chapter President no later than two (2) weeks after the beginning of each semester.

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 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.

7.9 Assignment of Overtime

A departmental seniority list of members for each building will be maintained for the purposes of establishing 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. 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.

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 the assignment cannot be traded or refused in exchange for another assignment. An employee who accepts an overtime assignment will provide the District with twenty-four hours' notice should the employee decide to give up an assignment once he/she has agreed to complete the assignment, except for emergency situations. The assignment would then be offered to the next person eligible for overtime on the seniority list.

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

No one may be required to work 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

Effective September 1, 2016 the District shall provide all employees who work an outside post, a winter coat and shall replace 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 four (4) uniform shirts upon employment. New security employees shall be provided two (2) short sleeve Morton Security collared shirts and two (2) long sleeve collared Morton Security. The Board of Education will also provide a windbreaker to security bargaining unit employees upon completion of the employee's probationary period. 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 and will cover all visible leg tattoos. Small ankle tattoos may be visible.

Employees may not wear pants that are multi-colored or that displays 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.

Employees 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

While at work security employees are not allowed to use their personal cell phones on the work floor. They are not to be used except during lunch and/or breaks and can only be used off 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 position that is not filled.

8.2 Promotion, Job Bidding and Posting

It is the District's 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 so transferred laterally. The District shall have the right to make an exception to seniority transfer if the position must be filled by a female employee only or a male employee only. In such cases, the District will notify the chapter President that an exception must be made. Employees who have been 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 on the basis of seniority.

Employees who are denied transfers based on the above grounds may request to have a hearing with the Superintendent to discuss their denial and the Superintendent shall make a determination 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 relatively 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 on 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 I.M.R.F 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 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 in the course of 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 nonattendance which invokes 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 work days 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 as a result 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, step-parent (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 on a permanent basis in the immediate household. If a funeral is a minimum of 500 miles away, employees may be granted five (5) paid days of bereavement leave. Requests must be submitted and approved by the Human Resources Office. Requests must be submitted electronically via approved District attendance reporting system.

Absence for approved bereavement will not be deducted from an employee's accumulated sick leave. In the event of an extenuating circumstance, the Superintendent may, at his discretion and without precedential effect, grant additional bereavement leave. 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 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 leave period. The employee will be billed on a monthly basis for his/her share of this coverage.

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 sick days if not used.

In all cases, personal days, except for unforeseen emergency, require at least two (2) days advance notice be submitted via the approved District attendance reporting system. Personal business days are not to be used immediately before or after a vacation period, or during the first or last week of the school year. 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 the event of emergency, when personal days have been exhausted, the Superintendent may allow an additional 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 sick day for the following year. An employee will have perfect attendance so long as he/she does not utilize any sick and/or personal leave from July 1st through June 30th 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) 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:

Years of Service By District Seniority	Number of Days Vacation
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

Any 12- month employee hired between May 1 and November 30 shall earn and be credited with vacation time as if he/she-they had worked the whole year. Vacation days may be taken after July 1 following the date of hire.

Employees hired after November 30 and March 1 shall earn and be credited with four (4) days of vacation. Vacation days may be taken after July 1 following the date of hire.

Employees hired March 1 or later shall earn no 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 in up to five (5) days of the vacation time that is not used by June 30.

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 Positions

When an employee is reassigned from a position in the District in which he/she was not eligible for paid vacation to a position in which he/she is eligible for paid vacation, the employee shall be given seniority credit from the most recent date of hire for the purpose of calculating the amount of vacation he/she is eligible for pursuant to Section 14.1 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. 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 Trainings.

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 twelve (12) consecutive months and has contributed to 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 (90%) percent of the premium.
 - b. HMO family insurance plan coverage at eighty (85%) percent of the premium.
 - c. PPO single and family insurance plan coverage at fifty (50%) percent of the premium, except for the 2016-2017 and 2017-2018 school year only, the Board shall pay seventy (70%) percent of the premium for PPO family plan coverage for those employees who were enrolled in the PPO plan for the 2015-2016 school year.
 - d. Any employee who is enrolled in a PPO and switches to an HMO during the 2016-2017 open enrollment period for the District will receive a one-time incentive bonus of one thousand dollars (\$1000.00) payable on the first pay period in October 2016. This incentive bonus will be in a separate check and not part of the employees normal payroll check.

- e. There will be no preexisting condition restrictions for new employees.
- f. The employee's out of pocket expense is limited to \$10.00 per generic prescription and \$20.00 per name brand prescription.
- g. One hundred (\$100.00) dollar Emergency Room visit: waived if admitted for both the HMO and PPO plans.
- h. Any change in health insurance plan/coverage shall be governed by the Board of Education-Teacher Union Collective Bargaining Agreement.
- i. 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 to a maximum of \$1,500 annually for an individual covered under PPO.

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

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: any 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 I.M.R.F.
 - b. The employee will be eligible to continue this coverage until the age of sixty-five (65) provided they pay the full cost of health insurance.
- 4) In the event of retirement the IMRF employee will be permitted to continue his/her 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 any and 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.

XIX. 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>
6:00 a.m. – 8:00 a.m.	1:00 p.m. – 9:00 p.m.	11:00 p.m. – 7:00 a.m.

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). Preference 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 a 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.

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 Material for Files

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 he/she had read the materials by affixing his/her signature on the copy to be filed, with the understanding that such signature merely indicates that he/she has read its contents. If he/she refuses to sign a copy for filing, such shall be noted and that material filed within 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 his/her 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 qualifications at the discretion of the building principal and/or Superintendent or his/her 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/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. If an employee has received a written reprimand for poor work performance, he/she 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 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 on 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 sixty workdays. It may be extended for an additional sixty (60) 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 20 workdays, 40 workdays, and 60 workdays, or more frequently if necessary. The employee shall have the right to have a union representative present in any meetings held regarding his/her remediation.

Successful completion of the remediation period will result in an updated evaluation that documents the employee's improvement.

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 he/she wishes, 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 present and discuss the evaluation. If the employee disagrees with the evaluation or wishes to respond to it, he/she 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 reasons and recommendation 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.

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/or 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 for 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 unremediated 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 or for one (1) year whichever is less.
- Employment in a position excluded from the bargaining unit for a period greater than one (1) year.

XXVII. 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 of time 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 sixty (60) working days after starting employment. A probationary employee can be discharged at any time without recourse to the grievance procedure. Performance records will be reviewed with probationary employees prior to the end of twenty (20) working days 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.

An employee's probationary period may be extended thirty (30) working days, at the recommendation of the supervisor.

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 room which (LAC) 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 his/her 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 fifteen (15) 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 his/her 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 any and 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 his/her 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 of 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 with 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 permitted 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 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.

XXXVI. SALARY SCHEDULE STEP & LANE

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 Department will have the authority to determine whether or not a potential bargaining unit members' previous work experience is job related as referenced in the above paragraph.

36.3 Salary Schedule

Individuals joining the bargaining unit will have a starting salary of \$13.00 per hour.

All current employees who make less than \$13.00 per hour shall be brought to the new minimum starting wage. However, if moving to the new salary rate would be less than a seventeen

(17%) percent increase in pay for the employee, the employee shall receive the seventeen (17%) percent increase in their hourly rate of pay instead of the new salary wage. There are no steps, the percentage raise goes to the current salary of each employee.

All current employees who are on the previous salary schedule or who are no longer on the salary schedule will receive on July 1, 2016 a seventeen (17%) increase in their hourly rate of pay.

Effective July 1, 2017 and each year of the contract bargaining agreement thereafter, all bargaining unit employees shall receive the following increases to their hourly base wage:

<u>School Year</u>	<u>Annual Wage Increase</u>
2017-2018	two (2%) percent
2018-2019	two (2%) percent
2019-2020	two (2%) percent
2020-2021	two (2%) percent

Memorandum of Understanding

May 20, 2016

The Board of J. Sterling Morton High School District 201 and Local 73 SEIU-CTW, the Collective Bargaining Representative for Morton Security employees agree to dissolve the Sick Leave Bank (Article 9, Section 5) from the Collective Bargaining Agreement. The current Sick Leave Bank balance will be divided among the District and the Union after twenty-one days have been deducted from the current balance (i.e. $161.25 - 21 = 140.25$) of which the District will receive 64.25 days and the Union will receive 76 days. The Union share of returned sick leave days will be divided equally among the current members of the bargaining unit who have contributed to the sick bank. This would be a one-time allotment in addition to the contractually obligated sick leave allotment for the 2016-2017 school year only. This memorandum will included as part of the new Collective Bargaining Agreement for historical purposes.

Brenda Woodall, SEIU Local 73

Mike Kuzniewski, Morton Dist. 201