



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

**and**

**Collective Bargaining Representative  
Morton High School Nurses  
Local 73, SEIU-CTW**

**July 1, 2008 – June 30, 2012**



## TABLE OF CONTENTS

<b>I.</b>	<b>PURPOSE.....</b>	<b>1</b>
<b>II.</b>	<b>BARGAINING AGENT RECOGNITION.....</b>	<b>1</b>
<b>III.</b>	<b>DEFINITIONS.....</b>	<b>1</b>
	A. EMPLOYEE.....	1
	B. DAYS.....	1
	C. SUPERINTENDENT.....	2
	D. EMPLOYER.....	2
	E. UNION.....	2
	F. ADMINISTRATION.....	2
	G. STANDARD WORK YEAR.....	2
	H. SENIORITY.....	2
<b>IV.</b>	<b>UNION SECURITY.....</b>	<b>2</b>
	SECTION 4.1 NON-DISCRIMINATION.....	2
	SECTION 4.2 CHECK OFF OF UNION DUES.....	3
	SECTION 4.3 INDEMNIFICATION.....	3
	SECTION 4.4 FAIR SHARE.....	4
	SECTION 4.5 VOLUNTARY DEDUCTION – COMMITTEE ON POLITICAL ACTION.....	5
<b>V.</b>	<b>MANAGEMENT RIGHTS.....</b>	<b>5</b>
<b>VI.</b>	<b>GRIEVANCE POLICY AND PROCEDURE.....</b>	<b>6</b>
	SECTION 6.1 INFORMAL COMPLAINT.....	6
	SECTION 6.2 FORMAL GRIEVANCE.....	6
<b>VII.</b>	<b>WORKING CONDITIONS.....</b>	<b>8</b>
	SECTION 7.1 WORK DAY.....	8
	SECTION 7.2 OVERTIME.....	9
	SECTION 7.3 EVENING/WEEKEND ACTIVITIES.....	9
	SECTION 7.4 SUBSTITUTES.....	9
	SECTION 7.5 EXTENDED WORK YEAR.....	10
<b>VIII.</b>	<b>VACANCIES.....</b>	<b>10</b>
	SECTION 8.1 DEFINITION OF VACANCY.....	10
	SECTION 8.2 TRANSFERS, JOB BIDDING AND POSTING.....	10
	SECTION 8.3 SUMMER SCHOOL HIRING PROCEDURE.....	10
<b>IX.</b>	<b>SICK DAYS.....</b>	<b>11</b>
	SECTION 9.1 PAID SICK DAYS.....	11
	SECTION 9.2 NOTIFICATION OF ABSENCE DUE TO ILLNESS.....	11
	SECTION 9.3 ABSENCE DUE TO INJURY INCURRED AT WORK.....	11
	SECTION 9.4 ABSENCE RECORDS.....	11
<b>X.</b>	<b>LEAVES.....</b>	<b>12</b>
	SECTION 10.1 BEREAVEMENT LEAVE.....	12
	SECTION 10.2 FAMILY MEDICAL LEAVE ACT (FMLA).....	12
	SECTION 10.3 MATERNITY/CHILD REARING LEAVE.....	12
<b>XI.</b>	<b>PERSONAL DAYS.....</b>	<b>13</b>
<b>XII.</b>	<b>HOLIDAYS.....</b>	<b>14</b>
<b>XIII.</b>	<b>JURY DUTY.....</b>	<b>15</b>

<b>XIV.</b>	<b>TRAINING.....</b>	<b>15</b>
	SECTION 14.1 TUITION REIMBURSEMENT .....	15
	SECTION 14.2 PROFESSIONAL CONFERENCES .....	15
	SECTION 14.3 PROFESSIONAL ORGANIZATIONS .....	15
	SECTION 14.4 Institute Days.....	15
<b>XV.</b>	<b>FRINGE BENEFITS.....</b>	<b>16</b>
	SECTION 15.1 LIFE INSURANCE.....	16
	SECTION 15.2 DISABILITY INSURANCE .....	16
	SECTION 15.3 MEDICAL INSURANCE .....	16
	SECTION 15.4 DENTAL INSURANCE.....	17
	SECTION 15.5 TERMINATION OF INSURANCE COVERAGE.....	17
	SECTION 15.6 INSURANCE COVERAGE UPON RETIREMENT.....	18
	SECTION 15.7 CHANGES IN COVERAGE .....	18
	SECTION 15.8 EMPLOYEE CONTRIBUTION TO IMRF .....	18
<b>XVI.</b>	<b>MILEAGE REIMBURSEMENT.....</b>	<b>19</b>
<b>XVII.</b>	<b>BULLETIN BOARD.....</b>	<b>19</b>
<b>XVIII.</b>	<b>ADMINISTRATIVE HANDBOOK.....</b>	<b>19</b>
<b>XIX.</b>	<b>WORK LOAD.....</b>	<b>19</b>
<b>XX.</b>	<b>PERSONNEL FILE.....</b>	<b>19</b>
	SECTION 20.1 ACCESS .....	19
	SECTION 20.2 MATERIAL FOR FILES.....	20
	SECTION 20.3 EMPLOYEE RIGHT TO RESPOND .....	20
	SECTION 20.4 PERSONNEL RECORDS ACT .....	20
	SECTION 20.5 EMPLOYEE MATERIALS FOR PERSONNEL FILE.....	20
	SECTION 20.6 LETTER OF REPRIMAND .....	20
<b>XXI.</b>	<b>EVALUATION.....</b>	<b>21</b>
	SECTION 21.1 RIGHT TO EVALUATE .....	21
	SECTION 21.2 UNSATISFACTORY RATINGS ON AN EVALUATION.....	21
	SECTION 21.3 REMEDIATION .....	21
	SECTION 21.4 EVALUATION FORM .....	22
	SECTION 21.5 EVALUATION CONFERENCE.....	22
	SECTION 21.6 EVALUATION RATING .....	22
	SECTION 21.7 DISCIPLINE – INFORMAL DISCUSSION .....	22
<b>XXII.</b>	<b>NO STRIKE PROVISION.....</b>	<b>22</b>
<b>XXIII.</b>	<b>DISCIPLINE.....</b>	<b>22</b>
	SECTION 23.1 RIGHT TO DISCIPLINE .....	22
	SECTION 23.2 MISCONDUCT .....	23
	SECTION 23.3 PROCEDURES FOR DISCIPLINE .....	23
	SECTION 23.4 DISCIPLINARY CONFERENCE.....	23
<b>XXIV.</b>	<b>LOSS OF SENIORITY &amp; JOB RIGHTS.....</b>	<b>24</b>
<b>XXV.</b>	<b>LAYOFF.....</b>	<b>24</b>
<b>XXVI.</b>	<b>PROBATIONARY PERIOD.....</b>	<b>25</b>
<b>XXVII.</b>	<b>ORIENTATION.....</b>	<b>25</b>

<b>XXVIII.</b>	<b>RETIREMENT.....</b>	<b>25</b>
	SECTION 28.1 ELIGIBILITY FOR NURSES RETIREMENT PLAN .....	25
	SECTION 28.2 COMPUTATION OF RETIREMENT PAY .....	26
	SECTION 28.3 PAYMENT OF UNUSED SICK DAYS. ....	26
	SECTION 28.4 RETIREE INSURANCE.....	26
<b>XXIX.</b>	<b>UNION BUSINESS.....</b>	<b>27</b>
<b>XXX.</b>	<b>LABOR MANAGEMENT COMMITTEE.....</b>	<b>27</b>
<b>XXXI.</b>	<b>ENTIRE AGREEMENT.....</b>	<b>27</b>
<b>XXXII.</b>	<b>PAY SCHEDULE.....</b>	<b>27</b>
<b>XXXIII.</b>	<b>SALARY.....</b>	<b>28</b>
	<b>MEMORANDUM OF UNDERSTANDING (IMRF CONTRIBUTION) .....</b>	<b>29</b>
	<b>MEMORANDUM OF UNDERSTANDING (ONE-ON-ONE NURSES).....</b>	<b>30</b>

## **I. PURPOSE**

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

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

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

## **II. BARGAINING AGENT RECOGNITION**

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

## **III. DEFINITIONS**

### **A. EMPLOYEE**

1. 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.
2. Part-time: An employee who is permanently employed less than thirty (30) hours per week and who meets 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. SUPERINTENDENT

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

D. EMPLOYER

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

E. UNION

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

F. ADMINISTRATION

The term "Administrator" shall indicate an employee of the District with supervisory and/or evaluative responsibility.

G. STANDARD WORK YEAR

A nurse's contractual year will be based on 190 days of employment.

H. 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 a classification covered under this Agreement.

A seniority list will be posted by March 1.

**IV. UNION SECURITY**

4.1 Non-Discrimination

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

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

4.2     Check off 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 15<sup>th</sup> day of each month, providing the employee signs and submits to the Business Office a written authorization to deduct dues substantially in the following form:

AUTHORIZATION TO DEDUCT DUES

I, the undersigned, authorize and direct \_\_\_\_\_ to deduct from my wages each and every month the regular dues which may be charged against me by Local No. 73, which is required to maintain me as a member in good standing in said Union, in accordance with the By-Laws of the Union. The amount deducted each month shall be forwarded to the Secretary-Treasurer of Local No. 73.

This authorization and direction shall be irrevocable for the period of one (1) year, or until the termination of the collective Agreement between my employer and Local No. 73, whichever occurs sooner, automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective Agreement between my employer and Local No. 73, whichever shall be shorter, unless written notice is given by me to the employer not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable Collective Bargaining Agreement between my employer and Local No. 73 whichever occurs sooner.

Executed     at \_\_\_\_\_ on     this \_\_\_ day     of \_\_\_\_\_ 20\_\_  
\_\_\_\_\_ Employee's Signature

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

Voluntary COPE Deduction. 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 for that purpose to the Union. The employee may at any time revoke his/her authorization of the SEIU COPE payroll deduction.

**V. MANAGEMENT RIGHTS**

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

1. To employ, direct, supervise, evaluate, layoff, transfer and place all district employees;
2. To set salaries and rates of pay for district employees;
3. To establish, modify, or eliminate courses of instruction, programs, athletic, recreational and social events, all as deemed necessary or advisable by the Board;
4. To 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;
5. To establish, modify, combine or abolish job classifications or departments;
6. To establish rules and regulations and to revise, modify or delete rules and regulations;
7. To 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 Informal Complaint**

1. Definition: An informal complaint shall mean that an employee as raised an issue alleging unfair treatment or has called attention to a problem requiring resolution.
2. Employees must initiate informal complaints within five (5) work days of learning about the situation giving rise to the complaint.
3. Employees must submit their informal complaints to the administrator most immediately responsible for the area from which the problem arises.
4. Employees shall indicate in writing that they are invoking the complaint procedure.
5. Employees may bring into a complaint conference a representative of their choice.
6. Employees must submit their complaints to the informal complaint procedure before filing a formal grievance.
7. Complainants shall file, administrators shall receive, and both parties shall attempt a resolution of complaints in good faith.
8. Administrators shall inform the complainant of their decision, in writing, within five (5) work days of the complaint hearing.

### **6.2 Formal Grievance**

A grievance is defined as an alleged 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:

1. The grievance shall be put in writing and submitted to the aggrieved employee's immediate supervisor or administrator most immediately responsible for the area from which the problem/complaint arises.
2. A grievance must be put in writing and submitted to the immediate supervisor or administrator most immediately responsible for the area from which the problem/complaint arises within fifteen (15) calendar days from the day the employee receives the administrator's written response to the informal complaint.
3. The immediate supervisor or administrator most immediately responsible for the area from which the problem/complaint arises shall answer the grievance in writing within fifteen (15) calendar days. If the Union is not satisfied with the response of the immediate supervisor or administrator most immediately responsible for the area from which the problem/complaint arises, the grievance shall be submitted to the next level in the following order:
  - a. Designated Building Level Administrator
  - b. Superintendent
  - c. Board of Education
  - d. Arbitration
4. 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.
5. 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 and at any stage of the grievance procedure, the union may negotiate and accept a settlement of a grievance with the District's Administration.
6. 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.
7. Binding Arbitration: If the grievance is not resolved satisfactorily (to the Union) within fifteen (15) calendar days of the hearing before the Board there shall be available a level of binding arbitration.

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 or the American Arbitration Association 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 American Arbitration Association 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.

8. 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 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. The decision of the arbitrator shall be in writing and shall set forth the findings of fact, reasoning and conclusion on the issues submitted.

## **VII. WORKING CONDITIONS**

### **7.1 Work Day**

The normal working hours shall be eight consecutive hours between the hours of 6:30 7:00a.m. and 4:30 p.m. On Institute Days, Final Exam Days and other early dismissal days designated by the District employees will follow the dismissal schedule established by the District at the beginning of each school year. During the summer months when school registration is scheduled, the above work hours shall not apply and the work hours will be as required by the hours of scheduled school registration.

## 7.2 Overtime

Overtime work will be paid at one and one-half (1 ½) times regular hourly rate. Such rate will be paid for all hours worked after forty (40) in one week or after 8 (eight) in one day. A non-paid absence (docked day') is not considered as hours worked in computing overtime. Daily and weekly overtime will not be paid for the same hours worked.

The immediate supervisor and the building principal must approve extra work hours, including overtime, in advance. Such approval includes any work which will be completed after normal working hours outside of the school building including at the employee's home. Employees will submit a timesheet for approval of overtime.

## 7.3 Evening/Weekend Activities

The District agrees that all bargaining unit members shall be offered the opportunity to sign up to work evening and weekend activities as chaperones and in other capacities on the same basis as other District employees and at the compensation established in the collective bargaining agreement covering certified teachers.

Certain activities which require a registered nurse shall be offered only to the Nurses employed under this Agreement at the appropriate pay rate. If the Nurses employed under this Agreement cannot work the events specifically requiring the services of a registered nurse, the District may offer such employment opportunities to out-of-district, substitute registered nurses.

The activities which the District and Nurses Union recognize as requiring the services of a registered nurse are as follows, and may be amended to add additional activities by agreement of the parties:

Morton East High School Homecoming Dance  
Morton West High School Homecoming Dance  
Morton East High School Winter Dance  
Morton West High School Winter Dance  
Morton East High School Graduation Ceremony  
Morton West High School Graduation Ceremony

## 7.4 Substitutes

Substitutes may be assigned to perform bargaining unit work for bargaining unit employees on paid or unpaid leaves of absences.

The District will make reasonable efforts to provide substitutes for absent nurses.

7.5    Extended Work Year

Nurses shall work 190 days per year, with the District Nurse being required to work an additional three (3) days per year.

The District Nurse and/or any other Nurses which require the scheduling of any other additional work days will schedule the additional days according to the needs of the District with the approval of their immediate supervisor at the individual Nurse's per diem rate.

Included in the 190 work days per year are the work hours scheduled for attending and performing the required duties associated with school registration.

**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    Transfers, Job Bidding and Posting

It shall be the policy of the District to promote from within the District whenever possible. When permanent vacancies occur or new positions are created, the job shall be posted for a minimum of five (5) working days so that all employees in the unit have an opportunity to become aware of the opening. Such posted vacancies shall include any extra work assignments that are not part of a current Nurse's regular assignment. The District agrees to fill the position as soon as practicable. Where the qualifications of two or more applicants are relatively equal, seniority shall prevail. The successful bidder for an opening shall serve a qualifying period of thirty (30) working days, if unable to qualify during that time, (by mutual consent the qualifying period may be extended) she shall be returned to her former job. The employee shall receive the new rate of pay during the qualifying period.

8.3    Summer School Hiring Procedure

Bargaining unit members will have priority over non-bargaining unit members for available bargaining unit work during the summer. Qualified bargaining unit members who volunteer to work during the summer will be assigned to work during the summer in order of seniority in the bargaining unit. If the position is not filled voluntarily by a member of the bargaining unit, the District may assign the summer work to a non-bargaining unit member.

## **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.

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.RF and/or for payment at time of retirement.

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

### 9.2 Notification of Absence Due to Illness

An employee who is unable to report to work due to illness shall be responsible for calling the attendance line 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 that days pay. If an employee calls in sick on a scheduled one-half (½) day, only one-half (½) day will be deducted from their sick time.

### 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 ten (10) days.

### 9.4 Absence Records

The district will maintain records pertaining to an absence policy. An incidence of absence is defined as one or more consecutive days of non-attendance which invoke the use of a sick day or result in a non-pay absence. If an employee exceeds ten (10) incidents of absence 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) paid days will be allowed for the death of a spouse, 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) paid days will be allowed for the death of grandparents, grandchildren, or any person 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.

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 provision so of the Family Medical Leave Act including the following provisions:

1. The employee will be granted one unpaid 12-week leave within a 12-month period, 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 employee's share of insurance for the length of the FMLA Leave.

### 10.3 Maternity/Child Rearing Leave

A member who has entered her/his third year of service shall be entitled to a Maternity/Child Rearing Leave of Absence ("Leave") under the following guidelines:

1. The member and the Superintendent or his designee shall agree upon a plan for the commencement and termination of such Leave, taking into consideration maintenance of continuity of instruction; medical factors, as applicable; and the pertinent time factors related thereto. The Leave shall commence no later than the birth of a child, the adoption of a child, the placement of a foster child, or upon the onset of a pregnancy related condition that would qualify for a sick leave. In the event of unforeseen circumstances, the anticipated duration of the Leave may be reduced upon the sole discretion of the Superintendent.
2. The Leave shall not exceed the balance of the semester in which it commences and three (3) additional semesters provided that such leave terminates prior to the start of the school year in August. The Leave shall not be taken intermittently.
3. Any member desiring a Leave as a result of becoming an adoptive parent or upon the placement of a foster child shall notify the Superintendent of his designee in writing upon the initiation of such adoption proceedings as soon as the placement of a foster child is contemplated.
4. A Maternity/Child Rearing Leave shall be unpaid and shall not entitle the member to any other employment benefits. However, a Maternity/Child Rearing Leave shall not prevent an employee from concurrently utilizing any other paid or unpaid leave they are entitled to or from concurrently receiving any benefits they are entitled to receive from any other such paid or unpaid leave. A Maternity/Child Rearing Leave shall be subject to all of the applicable notice and other requirements of this policy. Eligibility for such leave shall rise upon the anticipated birth of the child, the planned adoption of a child, the planned placement of a foster child, or upon the development of a prenatal pregnancy related condition that would qualify for sick leave.
5. Such Leaves, which commence during the summer recess, shall start at the beginning of the fall semester.

## **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.

Personal days shall be approved for:

1. Wedding in the immediate family
2. Court attendance
3. Conference other than for school purposes
4. Moving
5. Personal business

Personal days, in all cases except unforeseen emergencies, require at least two (2) days advance notice to the Human Resources Office. Personal days are not to be used immediately before or after a holiday, vacation period, or during the first or last week of the school year.

An emergency is an unforeseen circumstance directly affecting the employee or members of his/her household or endangering the employee's residence which required 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. HOLIDAYS**

Bargaining unit employees shall have the following days off without loss of pay.

- § Labor Day
- § Columbus Day
- § Veterans Day
- § Thanksgiving Day
- § Friday following Thanksgiving Day
- § Christmas Day
- § New Year's Day
- § Martin Luther King Day
- § Lincoln's Birthday
- § Casimir Pulaski Day
- § Spring Holiday (must be either Monday or Friday)
- § Memorial Day
- § Fourth of July

If 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.

### **XIII. JURY DUTY**

Absence because of service on jury duty shall result in no loss of salary.

### **XIV. TRAINING**

#### 14.1 Tuition Reimbursement

The Board agrees to reimburse staff for the cost of tuition up to a maximum of \$200 per year for those courses which are related to developing or improving specific job skills. To be eligible for reimbursement, courses must be pre-approved by the Superintendent or his/her designee and the applicant must provide evidence of successful completion of the course with a passing grade.

#### 14.2 Professional Conferences

The Board agrees to provide up to \$100.00 per year for the bargaining unit to cover expenses for attendance at professional conferences and seminars which are related to developing or improving the services provided by the nurses. Nurses must obtain approval in advance of the conference or seminar in order to be reimbursed for attendance. Requests for approval shall not be unreasonably denied.

#### 14.3 Professional Organizations

The District agrees to reimburse bargaining unit members for the cost of annual membership (up to \$50.00 per year) in the National Association of School Nurses. Bargaining unit members must submit a request for reimbursement along with proof of membership.

#### 14.4 Institute Days

During the course of the school year, at least one (1) institute day in which the Nurses are present and the attendance of Nurses is mandatory, there shall be an inservice dedicated to the training of Nurses to renew the CPR Certification and/or Vision-Hearing Certification (State sets the date) required by the State of Illinois for a Registered Nurse. If a grant or outside funding source is available, the District Nurse shall procure funding on behalf of the District so that no expense is realized by the District to provide such training. If no grant or outside funding source is available to fund the training, the District shall provide such recertification training at its own expense.

## **XV. FRINGE BENEFITS**

### 15.1 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.

### 15.2 Disability Insurance

The Board shall provide employee's who have worked at Morton at least five (5) years but no more than eight (8) years with a long term disability insurance plan. The long term disability insurance plan (salary continuation to age 65) will amount to benefits of sixty-five percent (65%) of the employee's current gross contractual salary coordinated with the Illinois Municipal Retirement Fund (IMRF) up to a maximum of \$2,000 per month. An included feature of the policy would be a ninety (90) day waiting period. Employee's with more than eight (8) years of work experience at Morton School District 201 shall utilize the long term disability program afforded said employees by the IMRF.

### 15.3 Medical Insurance

The Board will provide hospitalization, medical, and major medical coverage for the staff as follows:

- 1) 100 percent payment for single plan coverage; 95 percent payment of premium for family plan coverage.
- 2) Staff may have the option of electing health insurance coverage with a Board approved HMO carrier. If the rate charged for the HMO plan elected exceeds that rate set for the District's health insurance coverage provided under 1) above, the employee shall be responsible to pay the excess cost through monthly payroll deductions.

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 for each inpatient hospital admission to a maximum of \$2,000 annually.

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

\$2,000,000 maximum for hospitalization and doctor expenses: 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; dependents covered until they reach their 26<sup>th</sup> birthday under the family plan. Employees pay \$75.00 per month for each covered dependent age 24 to 26.

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

An employee retiring before age 65 who is not eligible for the District retirement benefits has the option until the age of 65 of retaining membership in the Morton group, at no cost to the Board. Premiums must be paid to the Business Office one year in advance.

#### 15.4 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

#### 15.5 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 the insurance on dependents will be continued for a period of ninety (90) days or until the spouse remarries, whichever occurs first.

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 for a period of twelve (12) months.

#### 15.6 Insurance Coverage Upon Retirement

Upon retirement, at age sixty (60) or greater, and with at least fifteen (15) years of continuous service with the District who is not eligible for the District Retirement Plan, the employee will be permitted to continue his/her coverage in the group plan as follows:

1. The employee pays the monthly premium to the Board;
2. The employee is not otherwise gainfully employed;
3. Insurance terminates at age sixty-five (65); and
4. Insurance shall be coordinated with any Medicare benefits for which the employee may be eligible.

#### 15.7 Changes in Coverage

The coverage listed above in parts Sections 1-4 will be replaced by coverage outlined in the Morton Employee Handbook if similar agreement is reached between the Board of Education and the Morton Council Teacher's Union, AFT, Local 571. However, the Union retains the right to negotiate the contents of the dental insurance program outlined in the Morton Employee Handbook. Fringe benefits shall be the same as provided for the certified staff and under the same terms and/or conditions except as specifically provided for in this Agreement.

#### 15.8 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 four and one-half percent (4½ %) of the employee's earned compensation in order to pay for the employee required contribution 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 lay, 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.

#### **XVI. MILEAGE REIMBURSEMENT**

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

#### **XVII. BULLETIN BOARD**

The Principal in each building shall provide Bulletin Board space in the nurse's offices for the Union.

#### **XVIII. ADMINISTRATIVE HANDBOOK**

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

#### **XIX. WORK LOAD**

The District recognizes that the workload of the nursing staff has increased in recent years and continues to increase due to the increase of the number of students in the District with medical needs requiring nursing services. The District agrees to work collaboratively with the nurses during the term of this agreement to address workload concerns.

#### **XX. PERSONNEL FILE**

##### 20.1 Access

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



## 20.2 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.

## 20.3 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.

## 20.4 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.

## 20.5 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.

## 20.6 Letter 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.

## **XXI. EVALUATION**

### 21.1 Right to Evaluate

The Board of Education or its designee shall have the right to evaluate each non-probationary employee once every two 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.

### 21.2 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.

### 21.3 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.

#### 21.4 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.

#### 21.5 Evaluation Conference

Evaluations shall be reduced to writing and a conference scheduled with the employee to resent and discuss the evaluation. If the employee disagrees with the evaluation or wishes to respond to it, 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.

#### 21.6 Evaluation Rating

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

#### 21.7 Discipline – Informal Discussion

Any action by an employer which might be deemed to be disciplinary in nature shall first require an informal discussion with the employee as to the nature of that offense before taking any action.

### **XXII. 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.

### **XXIII. DISCIPLINE**

#### 23.1 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.

### 23.2 Misconduct

Misconduct shall include:

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

### 23.3 Procedures for 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 three-day suspension against the employee.
- c. Subsequent repetition of the same offense shall result in either termination or a lengthy suspension whichever the Board considers appropriate in the circumstances.

### 23.4 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 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.

#### **XXIV. LOSS OF SENIORITY & JOB RIGHTS**

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

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

#### **XXV. LAYOFF**

Layoff shall be defined as a reduction in the work force beyond normal attrition. In the event that a layoff is necessary, members of the bargaining unit shall be laid off in reverse order of departmental seniority assuming the next senior person is qualified to fill the vacancy created by the layoff.

In the event of layoff, employee's employee 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.

## **XXVI. PROBATIONARY PERIOD**

Each new employee is considered to be on probation for a period of sixty (60) working days after starting employment. A probationary employee can be discharged without recourse to the grievance procedure. Performance records will be reviewed with probationary employees prior to the end of 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 working days, at the recommendation of the supervisor.

## **XXVII. 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.

## **XXVIII. RETIREMENT**

### 28.1 Eligibility for Nurses Retirement Plan

A regularly-employed member of the Nurses 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.

28.2 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.

28.3 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 \$10,000.

28.4 Retiree Insurance

Employees qualifying for the Morton Retirement plan will be subject to the following medical and dental insurance limitations. Single or family insurance coverage will be based on the employee's eligibility prior to retirement.

Years of Service	Percent of Insurance Coverage Paid by the District*
Fifteen (15) to (20) years of employment with the District.	100% of the cost if the cost of the insurance premium for three (3) years. After three (3) years 50% of the cost of the premium until eligible for Medicare.
Over (21) to (25) years of employment with the District.	100% of the cost if the cost of the insurance premium for five (5) years. After five (5) years 50% of the cost of the premium until eligible for Medicare.
Over (26) to (30) years of employment with the District.	100% of the cost if the cost of the insurance premium for seven (7) years. After seven (7) years 50% of the cost of the premium until eligible for Medicare.
Over (31) years of employment with the District.	100% of the cost of the insurance premium until eligible for Medicare.

\* Insurance shall be coordinated with any Medicare benefits for which the employee may be eligible.

## **XXIX. 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.

## **XXX. LABOR MANAGEMENT COMMITTEE**

At the request of either party the Union representative and the Superintendent or heir 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 one) to attend such meetings. The Superintendent may invite other Board representatives (not to exceed one) 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.

## **XXXI. 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.

## **XXXII. PAY SCHEDULE**

Beginning with initial date of employment, ten-month employees will have the option of receiving their pay on a ten (10) equalized twenty-two or twenty-six pay schedule.



**XXXIII. SALARY**

A. Start Rate

The Salary for newly hired nurses during the term of this Agreement is as follows:

<u>School Year</u>	<u>Salary</u>
2008-2009	\$35,000.00
2009-2010	\$35,525.00
2010-2011	\$36,235.00
2011-2012	\$36,960.00

B. Increases for Current Employees

<u>School Year</u>	<u>Increase Percentage</u>
2008-2009	15%
2009-2010	2.5%
2010-2011	2.5%
2011-2012	2.5%

Part-time and Substitute Rate

2008-2009.....	\$21.00 per hour
2009-2010.....	\$22.00 per hour
2010-2011.....	\$23.00 per hour
2011-2012.....	\$24.00 per hour

C. Head Nurse stipend (one position at Morton East, one position at Morton West and one position at the Morton Freshman Center)

\$1,200.00 per year

D. District Nurse Stipend

\$1,200.00 per year (in addition to Head Nurse Stipend)

**MEMORANDUM OF UNDERSTANDING**

Between

J. Sterling Morton High School District 201

And

Nurses, Local 73, SEIU, CTW

This memorandum of understanding pertains to Article 15.8 of the Collective Bargaining Agreement entered into between the J. Sterling Morton High School District 201, Cook County, Illinois and the Nurses, represented by Local 73, SEIU, CTW. Specifically, this memorandum of understanding is for the purpose of clarifying the interpretation and enforcement of Article 15.8 as it relates to the payment of the IMRF Contribution by the District on behalf of the Employee.

Pursuant to the understanding of the Board of Education and the Nurses, Local 73, SEIU, CTW, and only between those two entities, not including any of the other collective bargaining units represented by the Local 73, SEIU, CTW, the District and Nurses Union have reached an agreement regarding the interpretation and enforcement of Article 15.8 of the collective bargaining agreement from this date forward.

Per this memorandum of understanding between the District and Nurses Union, the parties agree that the language stated in Article 15.8 provides that the salary paid to the Nurses Union employees includes the IMRF contributions required of the employer and the employee. As such, the parties agree that the salary paid to the Nurses Union employees includes all take home pay minus all required government taxes, fees, retirement expenses and any other charges which are required to be made by the employee (including the employee's contribution to IMRF).

This memorandum of understanding shall not be considered as or used against another union as precedential in any legal proceeding, grievance, unfair labor practice or the like by either party.

This memorandum of understanding shall become effective upon being signed by the parties.

WHEREAS, this memorandum of understanding between the J. Sterling Morton High School District 201, Cook County, Illinois and the Nurses, Local 73, SEIU, CTW, has been negotiated, agreed to and executed by the proper parties this \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
TIM McDONALD  
Vice-President, Local 73, SEIU, CTW

\_\_\_\_\_  
JEFFRY PESEK  
President, Board of Education  
J. Sterling Morton H.S. District 201

\_\_\_\_\_  
President  
Nurses Union  
J. Sterling Morton H.S. District 201  
Local 73 SEIU, CTW

\_\_\_\_\_  
JESSICA JARAMILLO-FLORES  
Secretary, Board of Education  
J. Sterling Morton H.S. District 201

Memorandum of Understanding Regarding One-on-One Nurses

J.S. Morton H.S. District 201

And

Morton High School Nurses  
Local 73, SEIU-CTW

The Board and the Union agree that beginning effective July 1, 2006 the Board may find it necessary to employ one or more employees in the job classification of One-on-One Nurse for children with special needs. The Union recognizes the Board's right to do this and the Board agrees to the following;

- One-on-One Nurses are hired temporarily as long as the need is present.
- One-on-One Nurse is a separate job classification for purposes of seniority accrual and seniority rights.
- Employees in the job classification of One-on-One Nurse shall be members of the bargaining unit and subject to the terms of this collective bargaining agreement.
- The wages paid to One-on-One Nurses shall be based on the prevailing wage rate for temporary nurses but shall be no less than ten percent (10%) below the current starting rate and no greater than the current highest wage rate for other bargaining unit members covered under this agreement.

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TIM McDONALD  
Vice-President, Local 73, SEIU, CTW

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JEFFRY PESEK  
President, Board of Education  
J. Sterling Morton H.S. District 201

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President  
Nurses Union  
J. Sterling Morton H.S. District 201  
Local 73 SEIU, CTW

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JESSICA JARAMILLO-FLORES  
Secretary, Board of Education  
J. Sterling Morton H.S. District 201

Date \_\_\_\_\_