



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, 2008– June 30, 2012

AGREEMENT
BETWEEN
BOARD OF EDUCATION
District #201, Cook County
and the
Service Employees Union
Local 73, SEIU, CTW
representing the
Security Staff
July 1, 2008
through
June 30, 2012

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.

/s/ Jeffry Pesek

Jeffry Pesek	Date
Board President	

/s/ Chuck Marose

Chuck Marose	Date
Local 73, Chairman	

/s/ Jessica Jaramillo-Flores

Jessica Jaramillo-Flores	Date
Board Secretary	

/s/ Tim McDonald 11-16-2008

Tim McDonald	Date
Vice President, SEIU Local 73	

Board of Education
Negotiating Team

Security Staff Union
Union Executive Board/Negotiating Team

Micheal A. DeBartolo, District Attorney
Gail Kopf, Assistant Superintendent

Chuck Marose, President
Tim McDonald, Local 73 Division Director
John Wagner, Negotiator
Jan Drowns, Negotiator

District 201

BOARD OF EDUCATION MEMBERS

Jeffry Pesek, President
Joseph Keating, Vice President
Jessica Jaramillo-Flores, Secretary
Laura Martin Salazar, Member
Derek Dominick, Member
Michael A. Iniguez, Member
Maximino Flores, Member

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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 or competent jurisdiction or shall become inoperative because of any Federal or State law, the remaining portions of this Agreement shall continue in full force until the prescribed termination date.

II. BARGAINING AGENT RECOGNITION

The Board of Education of District 201, Cook County, Illinois, (hereinafter referred to as the "Employer" or the "Board") recognizes Local 73 of the Service Employees International (hereinafter referred to as "Union") as the sole and exclusive bargaining representative for all full-time and part-time student security, exclusive of supervisory, managerial and confidential employees as defined by the 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 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 XX 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 or 261 days, depending on the calendar year.

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 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 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 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, and I agree and direct that this authorization and direction shall be 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 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

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 President of the Morton Security Employees Union shall be permitted no more than two (2) hours per week for work with members of the security employees union or work in relation to the security employees union. Such work on behalf of the union shall be performed while students are not in class session during the regular school day. If the Union President is granted additional release time beyond the two (2) periods 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 Informal Complaint

Definition: An informal complaint shall mean that an employee has raised an issue alleging unfair treatment or has called attention to a problem requiring resolution.

Employees must initiate informal complaints within five (5) calendar days of learning about the situation giving rise to the complaint.

Employees must submit their informal complaints to the administrator most immediately responsible for the area from which the problem arises.

Employees shall indicate in writing that they are invoking the complaint procedure.

Employees may bring into a complaint conference a representative of their choice.

Employees must submit their complaints to the informal complaint procedure before filing a formal grievance.

Complainants shall file, administrators shall receive, and both parties shall attempt a resolution of complaints in good faith.

Administrators shall inform the complainant of their decision, in writing, within five (5) calendar 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 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 aggrieved employee's immediate supervisor or, based on the nature of the grievance, the appropriate level as outlined in Step 4 below.
- 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 receives the administrator's written response to the informal complaint.

- 4) The first level response to the grievance shall be put in writing within fifteen (15) calendar days. If the Union is not satisfied with the first level response, the grievance shall be submitted to the next level in the following order:
 - a. Building administrator responsible for Security,
 - b. Principal,
 - c. Superintendent or designee,
 - d. Board of Education.

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. 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 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 8 (eight) in one day. A non-paid absence (docked day') is not considered as hours worked in computing overtime. Daily and weekly overtime will not be paid for the same hours worked. All overtime must be approved in advance by the Superintendent or designee whenever possible.

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

§ All work 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 worked 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. Any work done without specific approval will not be reimbursed unless it is an emergency.

7.6 Sign In and Out

All employees must sign in and out (with initials), at a location predetermined by their supervisor when arriving and leaving work. In the event the employee arrives after the assigned starting time or earlier than the assigned time to depart, the employee must indicate in writing the actual arrival or exiting time by indicating the actual arrival or exit time on the designated sign in sheet and by notifying his/her immediate supervisor as defined above. If the employee violates this section, the employee may face disciplinary action as prescribed in Article XXIV of this Agreement.

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. 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.

7.8 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. Should a person decide to give up an assignment once he/she has agreed to complete the assignment, the assignment would 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 given an overtime assignment if they have already worked an overtime shift (8 hours) within the last 48 hours.

7.9 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-month employees who received more than two written reprimands during the school year preceding the available summer positions will not be eligible for thirty-two hours per week or more summer positions.

7.10 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.

7.11 Uniforms

The Board of Education will supply security employees with seven (7) uniform shirts each year. The uniform shirts provided shall include five (5) short sleeve Morton Security collared shirts and two (2) short sleeve Morton Security T-Shirts. The Board of Education will also provide a lined Morton Security jacket to all security bargaining unit employees upon the first year of this Agreement and/or commencement of employment in the District. Windbreakers Will be provided to security bargaining unit employees in the second year of employment.

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

District-issued Morton Security T-Shirts may only be worn during the period of time from the last day of student attendance for the concluding school year (approximately June) through the first day of student attendance for the next school year (approximately August).

Employees may not wear blue jeans unless approved for specific reasons by the building principal.

Employee will provide his or her own footwear, which must be a closed-toe shoe and appropriate for security work.

7.12 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.

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. The District agrees to fill the position as soon as practicable. All current employees who apply for a posted position will be granted an interview. 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), he shall be returned to his former job. The employee shall receive the new rate of pay during the qualifying period.

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.RF 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 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 a full days pay. If an employee calls in sick on a scheduled one-half (1/2) day, only one-half (1/2) 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 10 incidents of absence in a given work year, the employee may be subject to disciplinary procedures which can include discharge.

9.5 Sick Leave Bank

A Sick Leave Bank is to be established for all full-time employees. The Sick Leave Bank is subject to the following guidelines:

- 1) After completing 3 full school years from their initial starting date as a full-time employee, all full time security employees will participate in the sick leave bank.
- 2) Use of the sick leave bank is for prolonged illness or hospitalization and recovery after all accumulated sick and personal leave has been exhausted. The sick leave bank is not to be used for purposes of normal childbirth and/or maternity leave.
- 3) The Superintendent and the Union president, or their respective designees will administer the sick leave bank.
- 4) Annually on July 1, each eligible employee will contribute one irredeemable sick day benefit to the sick leave bank and the District will match the contribution. However, if on July 1 the sick leave bank has a balance of at least 150 days, contributions will not be made from eligible employees.
- 5) No participant will be able to withdraw days from the sick leave bank until his/her accumulated sick and personal leave has been depleted and the Superintendent and Union President have approved the request.

- 6) Requests for sick leave bank withdrawal are to be presented to the Superintendent, through the Human Resources Office, accompanied by a doctor's written verification of illness, which must include an explanation of the illness, the reason why the employee cannot report to work, and a suggested date of return. (A copy of the request and doctor's written verification will also be sent to the Union President.)
- 7) Each participant will be eligible to withdraw from the sick leave bank a maximum allotment of 25 days over a revolving 12-month period during their first 3 years in the plan, and 50 days over a revolving 12-month period thereafter. Therefore, employees have 365 days from the first day of sick leave bank approval to apply for and use their maximum allotment. Three hundred and sixty-five days must pass from their last day of access or full utilization of their maximum allotment before an additional application can be made to the sick leave bank. If the participant begins their fourth year of participation in the sick leave bank during a 12-month revolving period of usage, his/her maximum allotment will increase from 25 to 50 days for that revolving period.
- 8) Days remaining in the sick leave bank are to be carried forward to the subsequent year beginning in July. By December 1, the Human Resources office will send a tally of days available to the Union President. In the event the sick bank is depleted the bank will cease to furnish benefits until the following July 1 when a new annual allocation is provided.

X. LEAVES

10.1 Bereavement Leave

Five (5) 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) 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.

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) 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 service; 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 or his designee in writing upon the initiation of such adoption proceedings or 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 arise 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

In all cases, personal days, except for unforeseen emergency, requires at least two (2) days advance notice to the Human Resources Office. Personal business 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 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. 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 10-month employees, holidays are not counted as part of the 180-day work year. However, it is acknowledged that the annual salary as reflected in the salary schedule includes compensation for paid holidays.

XIII. VACATIONS

13.1 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 July 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 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.

13.2 Carry-over Option

Vacation time does not accumulate. Twelve (12) month employees may cash out or carry-over up to five (5) days of the vacation time that is not used by July 30.

13.3 Vacation Scheduling

Vacation time shall be used after the commencement of school the following 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.

13.4 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 13.1 of this Article.

XIV. JURY DUTY

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

XV. TRAINING

15.1 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. The inservice training shall be in the areas of sensitivity training, current school safety procedures and any other security training deemed appropriate by the security committee established below.

A committee of 4 union members and 2 administrators will meet once each quarter to recommend future topics for In-Service Training.

XVI. FRINGE BENEFITS

16.1 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.

16.2 Disability Insurance

The Board shall provide employee's who have worked at Morton at least five 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 up to a maximum of \$2,000 per month. An included feature of the policy would be a ninety (90) day waiting period.

16.3 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 26th 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.

16.4 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

16.5 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.

16.6 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:

- 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.

16.7 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.

16.8 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 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.

XVII. 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.

XVIII. BULLETIN BOARD

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

XIX. ADMINISTRATIVE HANDBOOK

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

XX. ASSIGNMENTS

20.1 Notification of Assignment

Each member of the bargaining unit shall receive their tentative assignment prior to the opening of school. Scheduled assignments shall always be subject to change to accommodate the District's needs. However, should the District change an employee's assignment, the employee shall have the right to apply for any other open posted position.

20.2 Hours of Assignment

The Shift Hours for Security shall be as follows for EACH school as noted:

MORTON EAST & MORTON WEST MORTON FRESHMAN CENTER

First Shift

7:00 a.m. – 3:00 p.m.
(District Discretion)

Second Shift

2:45 p.m. - 10:45 p.m. (District Discretion)
3:15 p.m. - 11:15 p.m. (one person)

Third Shift

11:15 p.m. – 7:15 p.m. (District Discretion) NONE

First Shift

7:15 a.m. – 3:15 p.m. (one employee)
7:00 a.m. – 3:00 p.m. (District Discretion)
6:45 a.m. – 2:45 p.m. (one person)

Second Shift

1:00 p.m. – 9:00 p.m. (one person)

Third Shift

XXI. PERSONNEL FILE

21.1 Access

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

21.2 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.

21.3 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.

21.4 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.

21.5 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.

21.6 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.

XXII. EVALUATION

22.1 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.

22.2 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.

22.3 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.

22.4 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.

22.5 Scheduled Conferences

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

22.6 Evaluation Rating

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

22.7 Disciplinary – 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.

XXIII. 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.

XXIV. DISCIPLINE

24.1 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.

24.2 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.

24.3 Misconduct

Misconduct shall include:

- a. Any act or failure to act which causes, or may reasonably lead the Board of Education or the administration to forecast disruption or interference with the educational process or the rights of others.
- b. Any act or failure to act occurring during the course of any employee's duties which jeopardizes the health, safety and welfare of any person, student, parent or school employee.
- c. Any act which constitutes immoral conduct.

- d. Any act or failure to act which constitutes a violation or an attempt to violate any federal and state law or regulation or municipal ordinance and which impacts on the employee's ability to function effectively as an employee.
- e. Failure to follow the provisions of the contract.

24.4 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 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.

24.5 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 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.

XXV. 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.

XXVI. 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, 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.

XXVII. 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.

XXVIII. SUBSTITUTE TEACHING

Employees covered by this Agreement who hold, and have on file in the District Office, teaching certification in the State of Illinois and volunteer and are assigned to serve as a regular substitute teacher shall be compensated at the prevailing wage for substitute teachers for such work.

XXIX. STUDY HALL SIZE

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 \$10,000.

31.4 Retiree Insurance

Security 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 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 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 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.

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-month employees will have the option of receiving their pay on a ten (10) or twelve (12) month equalized twenty-two or twenty-six pay 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/Public Relations office 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

The provisions of Section 1 and 2 above will be applied to all bargaining unit members for placement on the salary schedule (see Appendix A).

Grandfathering of Employees

Pursuant to agreement between the Union and Board, certain employees shall be grandfather in and receive a longevity stipend so that these employees receive the same increase in amount of pay as the other members of the bargaining unit. This agreement is non-precedential and shall not survive the end of this Agreement (2008-2012).

Pursuant to this Agreement, the following employees shall be grandfathered in as follows in the corresponding years:

Doreen Martinucci	2008-2012
Janice Bielawski	2008-2012
Alex Petrenko	2008-2012
Jan Drowns	2008-2012
Barbara Guillen	2011-2012

APPENDIX A

2008-2009
Salary Schedule

2009-2010
Salary Schedule

2010-2011
Salary Schedule

2011-2012
Salary Schedule

<u>10 Mo</u> 8 Hr	<u>12 Mo</u> 8 Hr		<u>10 Mo</u> 8 Hr	<u>12 Mo</u> 8 Hr		<u>10 Mo</u> 8 Hr	<u>12 Mo</u> 8 Hr		<u>10 Mo</u> 8 Hr	<u>12 Mo</u> 8 Hr
\$15,000	\$18,644	1	\$15,000	\$18,644	1	\$15,000	\$18,644	1	\$15,000	\$18,644
\$15,723	\$20,244	2	\$16,100	\$20,244	2	\$16,100	\$20,244	2	\$16,100	\$20,244
\$16,852	\$21,684	3	\$16,823	\$21,844	3	\$17,200	\$21,844	3	\$17,200	\$21,844
\$18,069	\$23,236	4	\$17,952	\$23,284	4	\$17,923	\$23,444	4	\$18,300	\$23,444
\$19,380	\$24,907	5	\$19,169	\$24,836	5	\$19,052	\$24,884	5	\$19,023	\$25,044
\$20,791	\$26,706	6	\$20,480	\$26,507	6	\$20,269	\$26,436	6	\$20,152	\$26,484
\$21,311	\$27,369	7	\$21,891	\$28,306	7	\$21,580	\$28,107	7	\$21,369	\$28,036
\$21,844	\$28,049	8	\$22,411	\$28,969	8	\$22,991	\$29,906	8	\$22,680	\$29,707
\$22,393	\$28,748	9	\$22,944	\$29,649	9	\$23,511	\$30,569	9	\$24,091	\$31,506
\$22,955	\$29,465	10	\$23,493	\$30,348	10	\$24,044	\$31,249	10	\$24,611	\$32,169
\$23,532	\$30,201	11	\$24,055	\$31,065	11	\$24,593	\$31,948	11	\$25,144	\$32,849
\$24,124	\$30,956	12	\$24,632	\$31,801	12	\$25,155	\$32,665	12	\$25,693	\$33,548
\$24,732	\$31,731	13	\$25,224	\$32,556	13	\$25,732	\$33,401	13	\$26,255	\$34,265
\$25,356	\$32,526	14	\$25,832	\$33,331	14	\$26,324	\$34,156	14	\$26,832	\$35,001
\$25,996	\$33,343	15	\$26,456	\$34,126	15	\$26,932	\$34,931	15	\$27,424	\$35,756
\$26,654	\$34,181	16	\$27,096	\$34,943	16	\$27,556	\$35,726	16	\$28,032	\$36,531
\$27,329	\$35,042	17	\$27,754	\$35,781	17	\$28,196	\$36,543	17	\$28,656	\$37,326
\$28,022	\$35,925	18	\$28,429	\$36,642	18	\$28,854	\$37,381	18	\$29,296	\$38,143
\$28,732	\$36,831	19	\$29,122	\$37,525	19	\$29,529	\$38,242	19	\$29,954	\$38,981
\$29,462	\$37,761	20	\$29,832	\$38,431	20	\$30,222	\$39,125	20	\$30,629	\$39,842
\$30,211	\$38,716	21	\$30,562	\$39,361	21	\$30,932	\$40,031	21	\$31,322	\$40,725
\$30,979	\$39,696	22	\$31,311	\$40,316	22	\$31,662	\$40,961	22	\$32,032	\$41,631
\$31,768	\$40,702	23	\$32,079	\$41,296	23	\$32,411	\$41,916	23	\$32,762	\$42,561
\$32,578	\$41,735	24	\$32,868	\$42,302	24	\$33,179	\$42,896	24	\$33,511	\$43,516
\$33,409	\$42,794	25	\$33,678	\$43,335	25	\$33,968	\$43,902	25	\$34,279	\$44,496

