

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE BOARD OF EDUCATION,

FORD HEIGHTS

SCHOOL DISTRICT NUMBER 169

AND

**THE SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 73, CTW**

2010-2014

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AGREEMENT
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THE BOARD OF EDUCATION,
FORD HEIGHTS
SCHOOL DISTRICT NUMBER 169
AND
SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 73, CTW

This Agreement made and entered into on March 8, 2010, by and between the Board of Education of Ford Heights School District 169, Cook County, Illinois (hereinafter referred to as the "BOARD") and the Service Employees International Union Local 73, CTW (Hereinafter referred to as the "Union").

PREAMBLE

The BOARD and the UNION recognize that they have a common responsibility to work together toward the achievement of quality education. The attainment of this objective requires mutual cooperative between both parties and all members of staff.

It is recognized by the parties that the success of the educational program depends on the maximum utilization of support staff who should always cooperatively work for the maximum achievement of effective program of education.

It is the intent that this joint effort will contribute, in significant measure, to the advancement of public education in the Village of Ford Heights.

The UNION also agrees to work cooperatively with the BOARD to insure equal employment opportunities in all aspects consistent with the Board's personnel policies.

ARTICLE I - RECOGNITION

1. The BOARD recognizes the UNION as the sole and exclusive collective bargaining representative for all of the following full-time and regular part-time educational support personnel job title classifications, exclusive of those positions determined to be confidential by the BOARD and as defined by the Illinois Labor Relations Act (see certification issued in 85-RC-0016 by the Illinois Labor Relations Board): Teacher Assistants; Truck Drivers; Head Cooks; Cooks; Food Service Helpers; Warehouse Operators; Head Custodians; Custodians; School Clerks¹.

1.1 Any new titles created where no substantial change in job duties occurs shall remain a part of the Union's bargaining unit.

1.2 With respect to any employee from whom the BOARD receives written authorization, signed by the employee, in a form agreed upon by the UNION and the BOARD, the BOARD shall deduct from the wages of the employee the dues and initiation fee required as a condition of membership in the UNION, or a representation fee. The BOARD shall forward such amount to the UNION promptly after the close of the pay period for which the deductions are made once a month together with a list of persons from whom they have been deducted and the amount deducted from each and a list of persons who had authorized deductions.

1-2.1. The authorization will be effective and irrevocable for a period of one (1) year from the date on which the authorization is executed or upon the expiration date of the applicable Collective Bargaining Agreement between the BOARD and the UNION, whichever occurs first.

1-2.2. The authorization shall be automatically renewed and shall be irrevocable for successive period of one (1) year each or for the period of each succeeding applicable Collective

¹ The Board may eliminate the position of Head Custodian provided it does not reduce the pay of the employee in that position. If either the positions of Head Custodian or Maintenance/Custodian is subsequently reinstated without a change in the job duties, it shall be returned to the bargaining unit.

Bargaining Agreement between the BOARD and the UNION, whichever period is shorter. Each employee shall have the right to revoke this election not more than sixty (60) days and not less than thirty (30) days prior to the final date of any irrevocable period in effect. Such revocation shall be effective upon receipt of written notice to the BOARD and the UNION within the sixty (60) day to thirty (30) day period.

1-2.3. The BOARD, upon receipt of a payroll deduction authorization card signed by the bargaining unit member, shall deduct from the wages of such employee the amount specified on the card as a regular contribution to SEIU COPE. The BOARD will regularly remit such sums deducted for that purpose to the UNION. The employee at any time may revoke in writing his/her authorization of the SEIU COPE payroll deduction. The UNION shall indemnify, defend and hold the BOARD harmless against any claim, demand, unit, suit, or liability arising from any action taken by the BOARD in complying with this Article.

1-3. Fair Share

a) All employees covered by this Agreement who are not members of the UNION, 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-members of the UNION, shall pay to the UNION each month their fair share of the costs of the services rendered by the UNION that are chargeable to non-members under state and federal law.

b) Such fair share payment by non-members shall be deducted by the BOARD from earnings of the non-member employees and remitted to the UNION, provided, however, that the UNION shall submit to the BOARD an affidavit which specifies the amount constituting said fair share not exceeding the dues uniformly required of members of the UNION, and which describes the rationale and method by which the fair share was determined, including a list of the expenditures which were included and excluded in determining the fair share.

c) Upon receipt of said affidavit the BOARD shall cooperate with the UNION to ascertain the names of all employee non-members of the UNION from whose earnings the fair share payments shall be deducted.

d) The UNION shall prepare a notice containing the fair share fee information specified in section b) above, and advising that any non-member may object to the amount of the fee: 1) through the Union's internal appeal procedure, culminating in arbitration, by sending a letter to the UNION president by certified or registered mail or by delivery to the UNION office, at any time after the notice, but within sixty (60) days after the first salary payment of the school year from which his/her fair share fee has been deducted, or 2) by filing an unfair labor practice charge against the UNION with the Illinois Educational Labor Relations Board and serving a copy of the charge on the UNION, as provided in the Rules of the Labor Board, or 3) by taking any other action available to him by law.

e) The notice shall set forth the address and telephone number of the UNION and the manner in which such employee may obtain a copy of the Union's internal appeal procedure and the address and telephone number of the Labor Board.

f) The UNION shall distribute the notice described in subsection d) by: 1) posting it and the Union Internal Review Procedure, and 2) providing union representatives and stewards with copies of the notice for distribution to employees identified pursuant to subsection c), and 3) publish the appeal procedure.

g) A copy of the Union Internal Appeal Procedure culminating the arbitration of any objector's claims shall be supplied to the BOARD. The UNION shall advise the BOARD of any subsequent change therein.

h) Upon the Union's receipt of notice of an objector's invocation of either procedure described above, the UNION shall deposit in an escrow account, separate from all other UNION funds, the amount of fee payments received on behalf of an objector or objectors that is fairly placed at issue by the objection(s) but not less than thirty-three percent (33%) of the fair share fee. The UNION shall furnish objectors and the BOARD with verification of the terms of the escrow arrangement and, upon request, the status of the fund as reported by the bank.

i) The escrow fund will be established and maintained by a reputable independent bank or trust company and the agreement therefore shall provide that the escrow accounts be interest bearing at the highest possible rate; that the escrowed funds be outside of the Union's control until the final disposition as provided for herein; and that the escrow fund will terminate and the fund therein be distributed only by the terms of an ultimate award, determination, or judgment including any appeals or by the terms of a mutually agreeable settlement between the UNION and an objector or group of objectors.

j) If an ultimate decision in any proceeding hereunder directs that the amount of the fair share fee should be lower than the amount fixed by the UNION, the UNION shall promptly adopt said determination and notify the BOARD to reduce deductions from the earnings of non-members to said prescribed amount.

k) 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, legal costs, attorney fees, arbitration costs and/or other forms of liability that shall arise out of or by reason of action taken by the BOARD for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

l) The rights of non-association of employees based upon bona fide religious tenets or teachings of a church or religious body of which such employees are members are safeguarded. Such employees shall pay an amount equal to their proportionate share determined under a proportionate share agreement to a non-religious charitable organization mutually agreed upon by the employees affected and the exclusive representative to which such employees would otherwise pay such fee. If the affected employees and the exclusive representative are unable to

reach an agreement on the matter, an organization shall be chosen from an approved list of charitable organizations established by the Illinois Educational Labor Relations Board.

1-4. Effective October 1, 2004, and every month thereafter, the BOARD will furnish the UNION, with the name, job title, and work location of any new employee who becomes a member of the bargaining unit pursuant to Article 1 Section 1 of this Agreement.

1-5. The UNION shall be allocated "Bulletin Board" space in each department or school, in a place readily accessible to and normally frequented by members of the bargaining unit to post only official notices and other official materials related to UNION activities. This paragraph does not require the Superintendent or Principal to purchase a Bulletin Board. The UNION steward and his/her designee shall have the reasonability for posting all official UNION materials typed or written under UNION letterhead in the department or school. The UNION shall have the right to place said materials in the mailboxes of bargaining unit members. Each bargaining unit title shall have a mailbox so designated in their department or school to the extent possible.

1-6. Upon request the BOARD will furnish the UNION with job descriptions of all job titles represented by the UNION.

1-7. Upon request, the BOARD shall provide the UNION with a copy of Board open session minutes within five (5) business days of approval of the minutes.

ARTICLE II

MANAGEMENT RIGHTS

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

1. To maintain executive management and administrative control of the School District and its properties and facilities and the professional activities of its employees as related to the conduct of school affairs.

2. To hire all employees and, subject to the provisions of the law, to determine their qualifications and the conditions for their continued employment, dismissal or demotion, and to assign, promote or transfer all such employees. Such rights shall be exercised in an equitable manner.

3. To delegate authority through recognized administrative channels for the development and organization of the means and methods of governance of the District according to current written Board policy or as the same may, from time to time, be amended.

4. To determine work schedules, the hours of work, including the requirement of overtime assignments, and the duties, responsibilities and assignments of employees with respect thereto.

5. To subcontract duties, work assignments or positions performed or held by members of the bargaining unit in consultation with Union Representatives. Any subcontracting relationships formed by the Board shall not be interpreted to invest in such subcontractors or their employees the status of assignees of the rights of this Agreement; nor shall the same be deemed to invest in such subcontracting agencies the status of co-employer with the Board of Education.

The exercise of the forgoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations, procedures and practices in furtherance thereof, shall be limited by the specific and express terms of this Agreement and shall not be exercised in an arbitrary or capricious manner.

ARTICLE III

EFFECT OF AGREEMENT

The Board and the Union 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 covered by law from the area of collective bargaining.

Accordingly, the Board and Union hereby understand and agree that:

1. This Agreement embodies the complete and final understanding reached by the parties as to the wages, hours, and terms of conditions of employment for employees covered by this Agreement.

2. All past practices not herein set forth are cancelled.

3. This Agreement may not be supplemented or amended during its term except by written, mutual agreement of the Board and Union.

4. The Union agrees that the Board shall not be obligated to bargain collectively with the Union during the term of this Agreement with respect to any matter pertaining to or having an impact on wages, hours, and terms and conditions of employment, whether or not such matter may have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, and the Union hereby specifically waves any right which it might otherwise have to request or demand such bargaining.

ARTICLE IV

UNION RIGHTS

1. Upon the written request of the Union, the Board shall place on the agenda of each regular Board meeting any matters the Union wishes to bring to the Board's attention.
2. Upon the written request to the Business Manager by Chief Steward of the Union, the agenda of a Board meeting will be provided to the Union.
3. One copy of all Board minutes shall be mailed to or placed in the mailbox of the Chief Steward as soon as they have been prepared.
 - a. Upon written request to the Superintendent, leave shall be granted to official representatives of the Union to attend conferences, workshops, and hearings sponsored by the Local or International Union. All such leaves shall not exceed a cumulative total of five working days for the Union per school year. The cost of a substitute for the bargaining unit member on leave shall be deducted by the Board from the next following paycheck of said bargaining unit member and the Union shall reimburse the bargaining unit member for the cost of the substitute.
4. Within thirty (30) days of ratification of the Agreement, the Board shall have five (5) copies of the Agreement prepared and delivered to the Union for reproduction and distribution to each employee to the District.
5. The rights herein granted to the Union shall not be grant or extended to any other competing organization.
6. The Union shall be granted use, upon written request to the Superintendent of Schools, of a room in order to hold Union meetings, provided that the Superintendent of Schools determines that the date and time scheduled Union meeting does not conflict with any previously scheduled School District programs or activities. Said request must be made no less than five (5) days prior to the scheduled meeting date.
7. The Union shall have the right to post notices of activities of matters of Union concern on bulletin boards designated by the Superintendent, at least one of which shall be provided in each school building. The Union may use the mailboxes for communication to bargaining unit members.
8. A Labor Management Committee shall meet four (4) times a year at a mutually agreed upon time and place. The purpose of these meetings is to discuss issues other than grievances or specific terms and conditions of this Agreement.

The parties shall exchange no later than five (5) working days prior to the meeting, the proposed agenda for the meeting consisting of no more than three (3) items per party. The request for a meeting shall be made to the Superintendent, and that she/he shall designate a representative for any such meeting. The Union and the Board shall be limited to three (3) each at all meetings, unless mutually agreed to allow more. Each party shall choose their respective representative.

All such meetings shall be limited to ninety (90) minutes, unless each side mutually agrees to a longer period for each specific meeting. These meetings shall not be held on District time, and as such, any employee who attends shall be uncompensated for time spent in the meeting.

Nothing in this section shall be construed to permit the Labor Management Committee to consider items pertaining to negotiations, provided however, that if the Committee agrees and recommends changes in working conditions to the Board, and the Board thereupon approves such changes, such changes shall be incorporated in this Agreement.

ARTICLE V

DUES DEDUCTION

1. The Board, upon receipt of a validly executed written authorization card, shall deduct union dues and initiation fees from the payroll checks of all employees so authorizing the deduction in an amount certified by the Union, and shall remit such deductions on a monthly basis to the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Board and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Board harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's fees, court and other cost, that shall arise out of, or by reason of action taken or not taken by the Board in reliance upon employee payroll deduction authorization cards submitted by the Union to the Board.

2. Names, assignments and salaries of newly hired bargaining unit members shall be provided to the Chief Steward and the Local 73 Union Representative.

3. Each bargaining unit member who is a member of the Union on or after September 15, 1985, and each member who is employed or recalled on or after the effective date of this Agreement shall, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement whichever is later, shall join the Union or pay a fair share fee to the Union for services rendered not to exceed the dues uniformly required of members of the Union. The Union shall certify in writing to the Board the list of bargaining unit members who were Union members on September 13, 1989.

a. In the event that the bargaining unit member does not pay his/her fair share fee directly to the Union by a certain date as established by the Union, the Board shall deduct the fair share fee from the wages of the non-member.

b. Such fee shall be paid to the Union by the Board no later than ten (10) days following deduction.

c. The obligation to pay a fair share fee will not apply to any bargaining unit member who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Union. Upon proper substantiation and collection of the entire fee, the Union will make payment on behalf of the bargaining unit member to a mutually agreeable non-religious charitable organization as per Union policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

d. In the event any bargaining unit member commences a legal action against the Board in a court or administrative agency because of the Board's compliance with this Article, the Union and its affiliates agree to defend such action, at its own expense and through counsel of its own choice, provided:

1) The Board gives immediate notice of such action in writing to the Union and permits the Union to intervene as a party: and

2) The Board gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at any stage, hearing, or argument of said legal action.

3) The Union and its affiliates agree that in any such action, it will save, indemnify, and hold harmless the Board, its members, employees, and agents from any liability for damages and cost imposed by a final judgment of a court.

4) It is expressly understood and agreed that the indemnification covenants that are expressed herein shall not apply to any claim, demand, or suit which may arise as a result of any type of willful misconduct by the Board (other than any necessary action required to be performed by the Board in this Article).

ARTICLE VI

STEWARDS AND GRIEVANCE COMMITTEE

A Steward from each classification of employee shall be selected by the Union and recognized by the Board. In addition, the Union shall have the right to designate a Chief Steward and have the Chief Steward recognized by the Board.

ARTICLE VII

NO STRIKES OR LOCKOUTS

1. During the term of this Agreement, the Union, any employee on behalf of the Union, or any employee acting on his own shall not engage in or any way encourage, sanction, or condone any strike, picketing, slow-down or concerted stoppage of work or any other disruption or interference with the operation of the schools in School District No. 169.

2. During the term of this Agreement, the Board shall not engage in any lockout of employees represented by the Union.

ARTICLE VIII

NON-DISCRIMINATION

1. Neither the Board nor the Union shall discriminate against any employee on the basis of sex, race, color, creed, or national origin or as otherwise prohibited by local, state, or federal law.

2. There shall be no discrimination against any employee for Union activity or functioning as a Steward, Committee Member, or Union Official.

ARTICLE IX

HEALTH AND SAFETY

1. Safe Working Environment – The Employer shall furnish to each employee employment free from recognized hazards that are causing or are likely to cause death or serious physical harm.

2. Suggestions from employees regarding safety are encouraged and should be made to the immediate supervisor for appropriate consideration.

3. The Board shall continue to provide the procedure and the form necessary for the reporting of work-related accidents and injuries.

ARTICLE X

HALF-DAY WORKSHOP AND PROFESSIONAL DEVELOPMENT

1. The Superintendent or his/her designee may require an employee to attend in-service and/or training sessions. Any expenses required of the employee by the administration shall be reimbursed.
2. Bargaining unit members may attend educational conferences, seminars, workshops and conventions and shall be reimbursed the cost incurred in doing so after receiving prior approval from the Superintendent or his/her designee.

ARTICLE XI

TRANSFERS, POSTING OF VACANCIES

In the event the administration determines that a bargaining unit position is available, notice of such an opening, together with a job description for the position, shall be posted in each of the District's buildings, in a place available to all bargaining unit employees. A copy of all notices posted under this section of the Agreement shall be mailed to the Local 73 Business Representative and given to the Union's Chief Union Steward by placement in the Steward's school mailbox. In the event the Steward is not a 12-month employee, a copy of all notices posted during the time the Steward has no assigned work will be mailed to the Steward.

The notice shall remain posted for a period of five (5) working days. Interested bargaining unit members may submit a written request to be transferred to the available position.

If qualifications, including training and ability to perform the duties, are equal, then the length of employment with the School District shall govern the selection of the successful candidate.

ARTICLE XII

HOLIDAYS

1. No deductions shall be made from the time or compensation of a school employee on account of any legal or special holiday, said holidays listed below:

Independence Day – July 4
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

New Years Day – January 1
Holiday of Dr. Martin Luther King, Jr.
Good Friday
Memorial Day – Last Monday in May
Casmir Pulaski’s Birthday
Friday after Thanksgiving
December 24th – Christmas Eve
December 31st – New Years Eve

Special School holiday, when granted to teachers under Sec.10-22.9 of the School Code.

2. The above-listed legal holidays shall be observed as established on the annual academic year calendar adopted by the Board. Where New Year’s Day, Independence Day or Christmas Day Falls on a weekend, the Board will designate a week day on which these holidays will be celebrated by employees.

3. A holiday falling within a vacation period shall not constitute a vacation day. A holiday occurring while an employee is on leave of absence for sickness or injury shall not count against his/her sick leave credits.

ARTICLE XIII

JURY DUTY

1. Any employee called for jury duty during working hours shall be paid his/her full salary for such time and suffer no loss of benefits or contractual advantage.

2. Daily rates received for such duties shall be reimbursed to the District only for those working days when the employee was absent and does not include any compensation received for food or travel.

ARTICLE XIV

UNPAID LEAVES OF ABSENCE

A bargaining unit member may request, and the Board of Education in its sole discretion may chose to grant to such employee, an unpaid leave of absence as generally described in this section. The terms and conditions governing such request of leave, if granted, shall be as follows:

1. The granting or denial of any leave shall not be deemed precedential in any respect and that no action shall lie against the Board for granting or denying such request in whole or in part.

2. Such leave shall be limited for purposes of application and consideration to bargaining unit members.
3. The purpose of such leave may include the following:
 - a. Educational purposes
 - b. Foreign, military or governmental work;
 - c. Health and hardship
 - d. Child rearing whether by reason of maternity, child delivery or adoption;
 - e. Any other reason as determined solely by the Board
4. A leave request shall be submitted in writing to the Superintendent stating the following:
 - a. The purpose or purposes for such leave;
 - b. The requested commencement date and termination date
 - c. Any applicable supporting documents.
5. The Superintendent or his/her designate shall meet with each individual employee to discuss the leave requested, and shall make, if appropriate, suggestions concerning such leave and recommendations relevant thereto.
6. The Superintendent shall communicate to the employee his/her recommendation and provisional acceptance or denial of said leave within thirty (30) days after the filing of request with his office.
7. The individual shall have the right to appeal the decision of the Superintendent to the Board for its consideration of such appeal at the next regularly scheduled Board meeting provided that at least fifteen (15) days elapses between the decision to appeal and the next regularly scheduled Board meeting; in other cases, the appeal shall be considered at the then regularly scheduled Board meeting.
8. The consideration of any appeal by the Board shall be preceded by written application for appeal made by the employee together with copies of the original leave requested and any other pertinent documents. The Board shall consider said appeals based upon written documents submitted and shall announce its decision and communicate the same to the employee with copies to the Union if the Union so request.
9. All employees who are granted leaves shall return on the date specified in the leave requested as approved by the Board. Any extensions in the leave must be preceded by written request for such extension filed at least two (2) months prior to the return date specified in the original leave request.
10. Return from an unpaid leave of more than 21 days in length shall not guarantee the employee his or her original job or assignment. An employee returning from an unpaid leave of 21 calendar days or less shall be guaranteed his/her previous job. However, in neither case

shall the employee be exempted from the effects of any reduction or cutback which may be occurring at the time of the return from leave.

11. Time of leave is not counted toward continuous service or employment by the Board. Paid leave days and personal days shall not accrue during said leave. The employee may make arrangements with the Illinois Municipal Retirement Fund for pension credit at his/her own expense. Any fringe benefit programs offered by the Board in whole or in part, may be continued at the employees sole expense subject to approval of any third party provider of benefits then in effect.

ARTICLE XV

SICK LEAVE/PERSONAL LEAVE/BEREAVEMENT LEAVE

1. Employees shall be credited with twelve (12) workdays of paid sick leave on July 1 of each year provided that, on July 1, such employees are either actively employed or are on vacation or paid sick leave. Employees who are hired or return to active employment after July 1 shall be credited with a pro rata share of sick leave days based on the number of full months during the remainder of the fiscal year in which they are employed.

2. Each employee shall, as a condition of the granting of such leave, notify his or her immediate supervisor of the need of taking said leave. The Board may, through its designee require the employee to put in writing the need for the use of sick days and may request a medical certificate to determine fitness to return to work or to take such leave. The Board may require an employee to be examined by a doctor designated by the Board and evaluated for the determination of the necessity of taking leave in excess of three days or to determine fitness to return to work. The examination by the Board's doctor shall be at the Board's expense. When an employee exhausts the paid sick leave he/she has earned, the employee will be docked for each day's absence thereafter. Also, the employee must obtain permission from the Superintendent for each day's absence during dock status or, at employee's expense, produce a doctor's written excuse for each day's absence during dock status, or said absence will be considered an unexcused absence and grounds for discipline in addition to the dock.

3. The unused portion of such leave shall be accumulated to 220 days maximum sick leave. Upon official retirement and after fifteen (15) years of service, employees may apply for unused sick pay at the rate of \$20.00 per day.

4. Upon accumulation, sick leave may be used for the purposes set forth below and shall be paid at the regular straight-time hourly rate of pay in effect for the employee's classification at the time the sick leave is being taken.

- a. Personal Illness or Disability. Employees who have contracted or incurred and are suffering any illness or disability which renders them unable to perform the duties of their position shall be eligible to use accumulated sick leave days.

- b. Serious Illness in Immediate Family. Employees shall be eligible to use accumulated sick leave days in the event of serious illness of anyone residing in the employee's "immediate family," as that term is defined in 105 ILCS 5/24-6.

5. All employees who resign or otherwise leave the District and a future date return to resume the service, will be credited with twelve (12) days sick leave as if they were new employees, as defined in Paragraph One (1) above. Subsequent consecutive years of service only will apply toward accumulated days of sick leave.

6. All unused and uncompensated sick leave at the time of retirement shall be counted for additional service credit under the Illinois Municipal Retirement Fund to the maximum permitted by law and/or applicable rule or regulation.

7. Full deduction from pay will be made for absence due to causes other than those specifically indicated in the foregoing paragraphs.

8. Three (3) days personal leave shall be available to each employee to conduct personal business which cannot be accomplished outside of the employee's regular workday. Each request for personal business leave is to be submitted, in writing, with reason(s) to the Superintendent for his/her approval three (3) workdays prior to the date for the requested leave. Such reasons shall be kept strictly confidential.

Personal leave shall be granted at the discretion of the Superintendent

Personal leaves may not be granted for such reasons as:

- a. Any business venture or other profit making activity.
- b. Recreational activity.
- c. Political activity.

Personal leaves may be granted for such reasons as:

- a. Absences due to death or serious illness in the "immediate family."
- b. Absences where presence is required by a court of law.
- c. Absences required to avoid substantial personal material or financial losses not related to any business venture or other profit-making activity.
- d. Serious personal problems in the "immediate family."
- e. Religious holidays.

- f. Other reasons in the discretion of the Superintendent.

Except in extraordinary circumstances (which shall be explained in writing to the Superintendent) personal leave shall not be granted during the first five (5) or the last five (5) pupil attendance days of the school year, on a Friday or Monday, or on the work day immediately preceding or following the holiday recess period.

Unused personal leave shall accumulate as sick leave.

9. An employee who is eligible to receive worker's compensation temporary disability benefits for a period of absence during which he/she also receives paid sick leave shall be required to turn over to the District the amount of such worker's compensation benefits. An employee who has exhausted his/her sick leave accumulation shall not receive a salary and shall not be required to turn over any worker's compensation benefits he/she receives.

10. Employees shall be entitled to up to three (3) bereavement leave days for each death in the "immediate family", as that term is defined in 105 ILCS 5/24-6. Such leave shall be without loss of pay and shall not accumulate. An employee taking bereavement leave must notify the Superintendent before taking the leave. Whenever an employee requests bereavement leave and the Superintendent is not available, the employee shall contact the District hotline. Additional leave may also be granted from accumulated sick leave for each death in the "immediate family" on a case-by-case basis at the discretion of the Superintendent. Upon request of the Superintendent, the employee must present evidence of having attended the funeral of an "immediate family" member.

11. The Union shall endeavor to instruct employees that attendance is a critical aspect of their employment.

ARTICLE XVI

SENIORITY AND RECALL

Probationary Period

A newly hired employee shall complete a 90 calendar day probationary period. The probationary period shall exclude that time that an employee does not work during the summer because the employee is not employed on a twelve month basis. During the probationary period, an employee may be suspended, laid off, or discharged without cause or reason, at the sole discretion of the Board. During the probationary period, the employee shall have no recourse to grievance or arbitration. There shall be no seniority among probationary employees. The probationary period, if successfully completed, shall count toward accumulated seniority. Probationary employees shall have no bumping rights in the event of a reduction in force. Once the probationary period is complete, discharge and discipline shall be in accordance with Article XVII of this Agreement.

Seniority

Seniority shall be by category of position. Seniority shall be based on the length of continuous service from the first day an employee was paid to date in the same category of position, less adjustments for layoff or approved leave of absence without pay (excluding Military leaves). If seniority is equal, the date of hire shall determine the most senior employee. If the date of hire is equal, seniority shall be determined by a toss of a coin in the presence of a representative from the Union. The following categories of position shall apply:

Classroom Assistants	Head Cooks
One-on-One Assistants	Cooks
Truck Drivers	Food Service Helpers
	Warehouse Operators
	Custodians
	Maintenance/Custodians
	School Clerks

Seniority List

On or before February 1 of each year the Board shall distribute to the Union a seniority list for bargaining unit employees by classification showing their accumulated seniority credit, calculated in accordance with the provisions of this Article. If the Union or any employee believes there is an error in the seniority list, it should be brought to the attention of the Superintendent or designee within two (2) weeks after the seniority list is distributed. If any corrections are made to the seniority list, a revised list will be distributed.

Recalls

If the Board has any vacancies in a classification covered by this Agreement for the following school term or within one calendar year from the beginning of the following school term, the positions thereby becoming available shall be tendered to employees with recall rights in reverse order of layoff from said classification. Notification of recall shall be by certified mail to the employee's last known address. It shall be the responsibility of the employee to keep his/her address current by providing the Personnel Office with the necessary information. If the employee does not respond to such notification of recall by notifying the District of the decision to accept or decline the position within seven (7) calendar days of the receipt of the letter by the District to the employee's last known address, the employee's right to recall shall cease.

Termination of Seniority

Seniority and the employment relationship shall be terminated for all purposes if the employee:

- (a) quits;
- (b) is discharged for just cause;

- (c) retires;
- (d) fails to report to work at the conclusion of an authorized leave of absence or vacation;
- (f) is laid off for a period of fifteen (15) months or the length of service, whichever is less;
- (g) does not perform work for the District for a period in excess of fifteen (15) months, provided, however, this provision shall not be applicable to absences due to military service, established work-related injury compensable under workers' compensation, disability pension, or a layoff where the employee has recall rights; or
- (i) is absent for three (3) consecutive working days without notifying the Superintendent and without showing just cause for failure to so report.

ARTICLE XVII

DISCHARGE AND DISCIPLINE

1. The Board may not arbitrarily or capriciously discharge, suspend or take other disciplinary action, including written reprimand, against an employee. In any arbitration arising out of the exercise of this authority, the arbitrator shall determine whether the employee disciplinary action was arbitrary and capricious. The Union shall have the burden of proving that the Board's judgment as quantum of discipline was arbitrary and capricious.

The Board of Education agrees with the tenants of progressive and corrective discipline, including, but not limited to, oral reprimand, written reprimand, suspension without pay and just cause discharge. Nothing contained herein shall require the Board to exhaust any and all of the listed disciplinary techniques when a determination has been made of the need, discipline or discharge of an employee.

2. An employee shall be entitled to have a representative of his/her choice present when required to appear before the Board or Administration concerning any matter which the employee believes could result in disciplinary action.

3. The Board may not suspend or discharge an employee for arbitrary or capricious reasons.

4. The Board shall maintain only one official personnel file which shall be in the Board office. Effective upon ratification of this Agreement by both parties, the employee shall be provided with a copy of any evaluative material placed in his/her personnel file at the time of inclusion and the employee shall acknowledge in writing the receipt of any such material that is being placed in his/her official personnel file. The employee shall have the right to respond in

writing within ten (10) employee working days after an employee receives the material and any such response shall be attached to the material. Upon reasonable request, an employee shall be provided with a copy of any material in his/her personnel file.

ARTICLE XVIII

REDUCTION IN FORCE

1. In the event that the Board determines to decrease the number of employees or to eliminate some particular category of positions, the following method shall be used to determine the sequence of honorable dismissal:

- (a) Layoffs will be made in seniority order within categories. Employees whose positions have been eliminated shall have the right to assume positions of a less senior employee in the same category
- (b) The Union and the Board hereby agree that this section constitutes an alternative method of determining the sequence of dismissals as provided for in section 10-23.5 of the *Illinois School Code*.
- (c) Employees shall be entitled to recall for a period of time until one (1) year from the first day of school term following the effective date of the honorable dismissal. Employees on such layoff shall be reinstated in inverse order of their honorable dismissals. Employees who are honorably dismissed shall maintain a current address and phone number on file with the District office.

ARTICLE XIX

GRIEVANCE PROCEDURE

1. A grievance is defined as a complaint or claim by a bargaining unit member that there has been a violation, misinterpretation or misapplication of any provisions of this Agreement. In the event there are multiple grievances filed alleging a breach of this Agreement, which grievances allege the same facts or occurrences, the Administration or the Union may elect to combine the grievances for group hearings.

2. The Board acknowledges the right of the Union to assist a grievant at any level of the grievance procedure if it obtains the consent of the grievant, and the Union acknowledges the right of the Administration to receive assistance as desired in any step of the grievance procedure. Failure of any bargaining unit member to act on a grievance within the prescribed time limits will act to bar any further appeal and the administrator's failure to give a decision within the prescribed time limits, however, may be extended by mutual consent.

3. A grievance involving the act of any administrator above the building level shall initially be filed at step 2 of the grievance procedure.

4. If the Superintendent and the Union agree, a grievance may be submitted directly to arbitration.

5. An attempt shall be made to resolve any grievance in informal, verbal discussion between the grievant and the administrator involved. The grievant has the option of Union representation at said informal step. The Administration likewise has a right to receive assistance during this informal step.

6. The steps shall be as follows:

Step 1. If the grievance cannot be resolved informally, the grievant shall present the grievance in writing on a form attached as Appendix B to the principal no later than twenty (20) business days (defined as days during which the Administrative Office of the District is open) after the occurrence of the alleged claim or complaint. The principal will arrange for a meeting to take place within five (5) business days after receipt of the grievance. A Union representative selected by the aggrieved party, if said aggrieved party desires said assistance, the immediately involved supervisor and any person whose assistance he/she request, shall be present for the meeting. The principal shall then, within five (5) business days after the meeting, provide the aggrieved party and the Superintendent with a written memorandum setting forth the disposition of the grievance. Such memorandum shall contain reasons upon which the disposition of the matter was based.

Step 2. If the grievant is not satisfied with the disposition of the grievance at step 1, or if step 1 time limits expire without the issuance of the principal's memorandum, the grievant may then refer the grievance to the Superintendent of Schools within ten (10) business days thereafter. The Superintendent shall then arrange for a meeting with the same parties being present as may be present in step 1 within ten (10) business days. Each party to the grievance shall have the right to include in its presentation a representative is so desired. Each party may present witnesses to develop the facts pertaining to the grievance. Upon the conclusion of the hearing of the grievance, the Superintendent shall have ten (10) business days in which to provide his/her written decision to the aggrieved party.

Step 3. If the grievance is not resolved at Step 2, then the Union may refer the grievance to the Board within ten (10) business days after the receipt of the Step 2 answer. The Board shall hear the grievance at its next regularly scheduled meeting. Each party shall have the right to include in its presentation such witnesses and representatives as it deems necessary. The grievance hearing will be held in executive session. Within ten (10) business days of the meeting, the grievant shall be provided with the Board's written response, including the reasons for the decision.

Step 4. If the grievance is not resolved satisfactorily at Step 3, there shall be available a fourth step of impartial, binding arbitration. If the Union desires arbitration, the Union must submit in writing a notice of intent to proceed to arbitration to the Superintendent

within ten (10) business days from the receipt of the Step 3 answer. The arbitrator shall be selected from the American Arbitration Association in the manner as follows; if the parties cannot agree within ten (10) business days on the arbitrator to hear the matter, the Voluntary Labor Rules of the American Arbitration Association then pertaining shall be followed in the selection of an arbitrator.

Neither party to the grievance will be permitted to assert grounds or evidence not previously asserted before the Board. Each party shall be entitled to representation and witnesses. The arbitrator shall have no power to alter the terms of this Agreement.

The cost of the arbitrator shall be borne equally between the Union and the School District. Should either party request a transcript of the proceedings, that party will bear the cost of the transcript. The arbitrator's decision shall be final and binding upon the parties. His/her decision must be based solely and only upon his or her interpretation of the meaning or application of the express language of the Agreement.

7. Bargaining unit members shall be provided release time with pay for the purpose of appearing at arbitration hearings. The Union shall reimburse the Board for the cost of any substitutes required. Such time can be allowed in periods as small as one (1) hour.

Time after the regular workday, holidays, vacation periods, weekends, or summer will be used as mutually agreed upon by the Union President and District Superintendent. Bargaining unit members' attendance at agreed times which fall outside of their regular workday is not compensable.

8. Should either party to the grievance procedure wishes to employ counsel or a court reporter, it shall be at the parties own expense. If the arbitrator requests a transcript, both parties will share equally the cost of the same.

9. If a bargaining unit member is not represented by the Union, the Union shall have the right to have its representative present to state its views at any stage of the grievance procedure.

10. The Board agrees not to take any reprisal against any person for participation or refusal to participate in the grievance process. The Union agrees to take no reprisals against any person because of participation or refusal to participate in the grievance procedure.

11. All records related to a grievance shall be filed separately from the employees' personnel files.

12. A grievance may be withdrawn at any level without establishing precedent.

13. Should any member of the bargaining unit commence an action against the Board and/or any of its members individually or collectively before any state or federal administrative agency, court or tribunal, charging the Board or any of its members as aforesaid with any alleged violation of any of the rights granted to or enumerated herein, said proceedings shall act as to bar

to the commencement or further proceedings of any arbitration filed herein which alleges as its subject matter any violation of any rights specifically enumerated herein.

ARTICLE XX

WAGES, HOURS OF WORK AND OVERTIME

1. No Guarantee. This Article is intended to define the normal hours of work and to provide a basis for the calculation and payment of overtime. It shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week or per year.

Food Service Workers:
(includes cooks)

Seven hours of work plus ½ hour of unpaid lunch. Salary is on the basis of a 1295 hour year.

Custodians:
(includes Warehouse Operator,
Custodian/Truck Driver)

Seven and ½ hours of work plus ½ hour unpaid lunch. Salary is determined on the basis of a 1950 hour year.

Aides:

Seven hours of work plus ½ hour of unpaid lunch. Salary is determined on the basis of a 1260 hour year.

School Clerks:
(including secretaries)

Seven and ½ hours of work plus ½ of unpaid lunch. Salary is determined on the basis of a 1424 hour year.

PPS Clerk

Seven and ½ hours of work plus ½ hour of unpaid lunch. Salary is determined on the basis of a 1605 hour year.

2. Lunch. Employees working in excess of five (5) hours a day shall be given a thirty minute duty-free, unpaid lunch, assigned by his/her supervisor.

3. Overtime. Employees shall be given overtime pay at the rate of time and a half for any time worked in excess of his or her normal workday provided that the overtime work was approved by the Superintendent or his/her designee. Employees shall be paid at the rate of time and a half for hours worked on a holiday, Saturday, or Sunday. There shall be no pyramiding of overtime.

4. Job Descriptions. A job description for each position in the bargaining unit shall be given to the Union and to the affected employee.

5. Initial Placement. Those who begin their employment in bargaining unit positions shall be paid according to placement on step 1 of the salary schedule for their job category, said

schedules found in Appendix A, except as further provided herein. In the sole judgment of the Superintendent, the bargaining unit member may be initially placed at step higher than step 1 but not higher than step 3 based on previous related work experience in educational qualifications. The parties agree that the granting of experience credit beyond the initial one (1) year limit is non-arbitrable. Initial placement shall have no impact on seniority.

6. Salary Movement. Bargaining unit members shall progress one (1) step for each year of service in a position.

7. Vacations. Custodians shall be given vacations with pay. All vacations shall be assigned by the Superintendent or his/her designee.

Custodians placed on step 1 shall be given one (1) week of paid vacation.

Custodians placed on step 2 through 5 shall be given two (2) weeks of paid vacation.

Custodians in their sixth (6th) through tenth (10th) consecutive year of employment shall be given three (3) weeks of paid vacation.

Custodians in their eleventh consecutive year of employment or and beyond shall be given four (4) weeks of paid vacation.

8. Teacher Aides

1) Initial placement on the salary schedule shall be for obtaining teacher's aide certification.

2) In order for any course work to be applicable for movement on the salary schedule, said work must fulfill the following requirements:

a. Said work be at an accredited institution;

b. Said work be either required by Board of Education in writing, or be at an undergraduate level in a field directly related to the aide's classroom assignment at the time said course is taken unless such requirement is waived and approved in writing by formal action of the Board of Education prior to enrollment;

c. The aide must receive a grade of "C" or better or pass if said course is on a pass/fail basis.

d. Any course work must be submitted to the Superintendent or his/her designee for approval prior to enrollment.

9. Salary Schedules

		3.00%			
		1950 HRS	3.25%	3.5%	4.00%
		2010-11	2011-12	2012-13	2013-14
STEP/HRLY RATE/SALARY		SALARY	SALARY	SALARY	SALARY
1		26,070	26,277	26,533	26,921
2		26,722	26,918	27,197	27,594
3		27,392	27,591	27,860	28,284
4		28,059	28,282	28,556	28,974
5		28,761	28,971	29,272	29,699

		1295 HRS			
		2010-11	2011-12	2012-13	2013-14
STEP/HRLY RATE/SALARY		SALARY	SALARY	SALARY	SALARY
1		16,410	16,524	16,701	16,962
2		16,804	16,944	17,102	17,369
3		17,207	17,351	17,537	17,786
4		17,645	17,766	17,958	18,238
5		18,069	18,218	18,388	18,676

		1425 HRS			
		2010-11	2011-12	2012-13	2013-14
STEP/HRLY RATE/SALARY		SALARY	SALARY	SALARY	SALARY
1		22,811	22,991	23,215	23,554
2		23,381	23,552	23,796	24,144
3		23,966	24,141	24,376	24,748
4		24,550	24,745	24,986	25,351
5		25,165	25,348	25,611	25,985

		1260 HRS			
		2010-11	2011-12	2012-13	2013-14
STEP/HRLY RATE/SALARY		SALARY	SALARY	SALARY	SALARY
1	30 Hours +	16,686	16,768	16,982	17,281
2		17,056	17,228	17,355	17,661
3		17,430	17,610	17,831	18,049
4		17,909	17,996	18,226	18,544
5		18,305	18,491	18,626	18,955

TEACHER AIDES		1260 HRS			
61 Hours +		2010-11	2011-12	2012-13	2013-14
STEP/HRLY RATE/SALARY		SALARY	SALARY	SALARY	SALARY
1		17,244	17,363	17,550	17,824
2		17,659	17,805	17,971	18,252
3		18,083	18,233	18,428	18,690
4		18,543	18,670	18,871	19,165
5		18,989	19,146	19,324	19,626

TEACHER AIDES		1260 HRS			
Bachelor		2010-11	2011-12	2012-13	2013-14
STEP/HRLY RATE/SALARY		SALARY	SALARY	SALARY	SALARY
1		17,874	18,015	18,191	18,457
2		18,323	18,455	18,646	18,918
3		18,781	18,918	19,101	19,392
4		19,239	19,391	19,580	19,865
5		19,722	19,865	20,070	20,364

Longevity Step Increase

15 years – 20 years	\$600 annually
21 years – 25 years	\$800 annually
26 years and above	\$1,000 annually

10. Summer Pay – Existence of the Summer Program and pay for the Summer Program is dependent upon availability of State and federal funding.

ARTICLE XXI

INSURANCE AND FRINGE BENEFITS

Employees must be scheduled for at least 1295 hours of work per fiscal year to receive a paid leave of absence, unpaid leave of absence, sick leave, personal leave, jury duty leave, life insurance or health/hospitalization/dental insurance.

1. Life Insurance

The Board shall provide \$30,000 life insurance and AD&D to age 65 and \$5,000 thereafter for each eligible bargaining unit member.

2. Health/Hospitalization/Dental Insurance

a. The Board shall provide individual coverage for each eligible bargaining unit member for a twelve (12) month period each year.

b. Such coverage shall include:

- 1) \$100 deductible
- 2) 80% of first \$10,000 then 100% paid by insurance
- 3) Unlimited maximum payment per lifetime
- 4) Maternity benefits same as any other illness

c. Those employees who elect individual, dental or dependent coverage as per the terms and conditions of the insurance plan on or before the first day of each school year may at that time elect that the Board remit for him/her said school year to the insurance carrier a sum equal to the premium for the coverage elected. Said election shall be made on an annual basis.

The amount of gross wages due an employee in the form of salary shall be the sum specified on the salary schedule less the payment of premiums provided herein, provided the Board shall deduct from said gross wages all sums as required by law or as authorized by the employee pursuant to the collective bargaining agreement.

The employees shall have no right or claim to the funds so remitted. Once said election is made as provided above, it may not be rescinded except in the case of the death or birth of the insured dependents, change in marital status or change in employment status of a spouse.

The Board does not warrant that the deduction made in the amounts as listed on the compensation schedule by the Board for the employees as set forth above are deemed excludable from the employees' gross wages, and as such, the Union and each individual employee shall and do hereby indemnify and hold harmless the Board, its members, its agents, and its employees, from any and all claims, demands, actions, complaints, suits, assessments or deficiencies or other liability by reason of the payments of individual, dental dependent insurance premiums to the provision of this section.

ARTICLE XXII

MISCELLANEOUS

1. Employees shall have access to records concerning payment of their salary and deductions from, and personnel records concerning their employment.

2. If employees are required to wear a uniform at work, the same shall be furnished by the Board as follows:

First year of employment, two (2) uniforms shall be furnished. The provision of uniforms thereafter shall be at the discretion of the Board upon the recommendation of the Business Office. Uniform cleaning shall be the personal responsibility of each employee.

3. Employees shall be furnished tools and/or equipment for their respective jobs and shall be personally responsible for the following with regard to tools or equipment.

a. Employees shall utilize District procedures in signing out for tools or equipment and shall be responsible for the return of the same.

b. Employees shall secure tools or equipment in security facilities provided by the District.

c. Employees shall inform their immediate supervisor of needed maintenance and upkeep of tools and equipment.

d. Employees shall be responsible for the replacement of tools or equipment which they have misused.

4. Employees who are required to use their own vehicles for District business or for required travel between buildings shall be reimbursed at the current IRS rate. This does not include travel to and from home to work.

ARTICLE XXIII

SAVINGS

In the event any part of this Agreement is adjudged to be unlawful or unenforceable by a court of law or administrative agency having jurisdiction of the subject matter and of the parties, then the remainder of this Agreement shall continue in full force and effect.

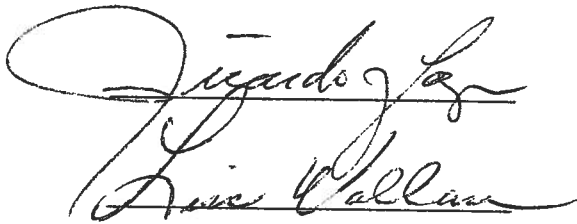
ARTICLE XIV

DURATION

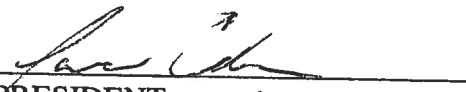
This Agreement shall be in full force and in effect from July 1, 2010 to June 30, 2014 and shall continue in force and effect from year to year thereafter.

Dated at Ford Heights, Illinois this 8th day of March, 2010.

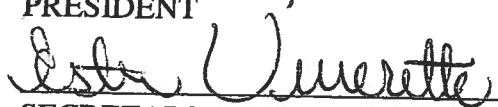
SERVICE EMPLOYEES
INTERNATIONAL UNION,
LOCAL 73, CTW



BOARD OF EDUCATION OF FORD HEIGHTS
SCHOOL DISTRICT NO 169,
COOK COUNTY, ILLINOIS,



PRESIDENT



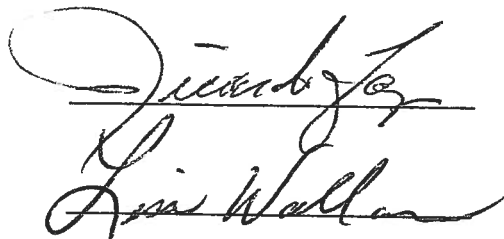
SECRETARY

MEMORANDUM OF UNDERSTANDING

The parties have agreed to delete the additional one-half (1/2) hour of work per day for the Head Cook at Medgar Evers as previously stated in Article XX, Section 1. of the prior collective bargaining agreements. Ms. Brown is currently in this position. Ms. Brown shall not have her salary reduced as a result of the reduction in hours. Ms. Brown shall, however, only receive a 2.00% salary increase for the 2010-2011 school year. Ms. Brown shall, thereafter, receive a 3.25% salary increase for the 2011-2012 school year, a 3.50% salary increase for the 2012-2013 school year, and a 4.00% salary increase for the 2013-2014 school year.


Dated at Ford Heights, Illinois this 8th day of March, 2010.

SERVICE EMPLOYEES
INTERNATIONAL UNION,
LOCAL 73, CTW




Lisa Waller

BOARD OF EDUCATION OF FORD HEIGHTS
SCHOOL DISTRICT NO 169,
COOK COUNTY, ILLINOIS,



Steve Cole
PRESIDENT



Ester Vernetto
SECRETARY