

**Collective Bargaining Agreement**

**Between**

**Illini West High School District 307**

**And**

**Service Employees International Union Local 73**

**Effective: July 1, 2007 through June 30, 2011**

**October 15, 2008**

## **Article I - Recognition**

### 1.1

The Illini West High School District 307, (District) hereby recognizes the Service Employees International Union No. 73, (Union) as the sole and exclusive bargaining agent for all full-time and regularly employed part-time non-certified personnel, including Secretaries, Custodians, Lunch Clerks, Bus Drivers, and Paraprofessional excluding the District Bookkeeper, Administrative Assistant to the Superintendent, Technology Director, all managerial, supervisory, certified, temporary, confidential and other employees excluded by the Illinois Educational Labor Relations Act.

### 1.2

The District will not negotiate regarding matters covered by this Agreement with any other representative in behalf of the members of the unit.

### 1.3

The Employer agrees that it will not sponsor or promote, financially or otherwise, any group or labor organization, for the purpose of undermining the Union; nor will it interfere with, restrain, coerce, or discriminate against any of its employees in connection with their membership in the Union.

### 1.4

Unless otherwise stated herein, regularly employed employees who work thirty (30) hours or more per week shall be considered full-time. Regularly employed employees who work less than thirty (30) hours per week shall be considered part-time.

## **Article II – No Strike/No Lockout**

### 2.1

During the term of this Agreement and any extension thereof, no employee covered by this Agreement or the Union shall ever, at any time, engage in any strike.

### 2.2

During the term of this Agreement, and any extension thereof the Employer will not lock out employees.

## **Article III – Personnel Files**

### 3.1

Upon written request by an employee, the District will permit the employee to inspect his or her personnel file a reasonable number of times each year. A reasonable number of times shall be no more than three times. Such inspections shall occur within five (5) working days of receipt of a request and shall occur in the presence of a representative of the District. The employee shall not be permitted to remove items but shall be permitted to make copies for a reasonable fee. The employee may delegate his/her opportunity to inspect to a representative of the Union. If the employee disagrees with any information in the file, he or she may include a brief statement of rebuttal.

Material related to misconduct, which has not been repeated, will be removed from personnel files after 3 years. If such conduct has resulted in a suspension or in a

disciplinary action involving a loss of pay, such material will remain in the file. Nothing herein shall apply to regular employee evaluations.

#### **Article IV – Grievance Procedure**

##### 4.1 Definitions.

- A. A grievance is a claim by the Union of an alleged violation of the terms of the Agreement.
- B. All time limits shall consist of school days, except that when a grievance is submitted less than ten (10) days before the close of the current school term, time limits shall consist of all weekdays.
- C. Nothing contained herein shall be constructed as limiting the right of any employee having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted, provided the adjustment is not inconsistent with the terms of the Agreement.

##### 4.2 Procedures

The parties hereto acknowledge that it is usually most desirable for an employee and the immediately involved supervisor to resolve problems through free and informal communications. If, however, such informal processes fail to satisfy the employee, a grievance may be processed as follows:

- A. The Union shall present the grievance in writing within ten (10) days of the date the employee knew or should have reasonably known of the occurrence of the event giving rise to the grievance specifying the article and clause alleged to have been violated and stating the remedy sought to the supervisor immediately involved. The immediate supervisor shall arrange a meeting to take place within five (5) days after the receipt of the grievance. The supervisor shall provide a written answer to the grievance within *ten (10)* days after the meeting.
- B. If the grievance is not resolved at Step A, the Union may refer the grievance to the Superintendent or official designee within ten (10) days of his/her receipt of the appeal. Within 15 days of the meeting, the Union shall be provided with the Superintendent's or official designee response.
- C. If the Union is not satisfied with the disposition of the grievance at Step B or the time limits expire without the issuance of the Superintendent's written reply, the Union may submit the grievance to final and binding arbitration.

If a demand for arbitration is not filed within thirty (30) days of the date for the Step B answer, then the grievance shall be deemed withdrawn.

- 1. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. His authority shall be strictly limited to deciding only the issues presented to him in writing by the school district and the Union, and his decision must be based only upon his interpretation of the meaning or application of the express relevant language of the Agreement.

2. If either party requests a transcript of the proceedings, that party shall bear full costs for the transcript. If both parties order a transcript, the costs of the two transcripts shall be divided equally between the Board and the Union.

3. The Union and the Superintendent shall undertake and mutually agree upon an arbitrator to hear the grievance. In the event the Union and the Superintendent are unable to agree upon an arbitrator within 7 days, the American Arbitration Association shall be requested to provide a list of arbitrators.

4. Each party shall share equally the cost of the arbitrator and the AAA.

#### 4.3 Additional Terms.

A. Failure of the Union to act on any grievance within the prescribed time limits will bar any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievance to proceed to the next step. Time limits shall be extended by mutual consent.

B. Any investigation, handling or processing of any grievance by the Union shall be conducted so that the related work activities of the grievant or the staff are not interrupted unless approved in advance by the Superintendent.

C. Step A of the grievance procedure may be bypassed and the grievance brought directly to Step B if mutually agreed upon by the Union and the Superintendent.

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

E. Class grievances involving one or more employees or one or more supervisors and grievances involving an administrator above the building level may be initially filed by the Union at Step B.

F. No employee shall be required to discuss any grievance if the Union representative is not present, if one is requested.

G. No Reprisals. No reprisals shall be taken by the Board or the administration against an employee because of his participation in a grievance.

H. Where the Superintendent determines that meetings shall be held during work hours, the grievant shall be released from his/her regular assignment without loss of pay or benefits to attend the meetings.

### **Article V – Leave**

#### 5.1 Personal Leave.

Each full-time and part-time employee contracted to work for a full school term (9 months) but less than 12 months, and who is not eligible to receive vacation leave under this agreement, shall receive 1 non-cumulative personal leave day per year.

Any unused personal day may be transferred into each employee's sick leave day accumulation at the maximum rate of one (1) day per year or may carry over to the next year's personal days to the total accumulation of two (2) days per year.

**5.2 Sick Leave.**

Sick Leave shall accrue at the rate of 10 days per year to a total of 245 which may be used to apply toward retirement. Persons who work on a 12-month contract shall accumulate sick leave at the rate of 12 days per year. Sick leave shall be available to all persons who work at least 600 hours per year. All employees may use one day of sick leave as a personal day per year.

Sick leave shall be interpreted to mean personal illness, quarantine at home or serious illness or death in the employee's and/or employee's spouse's immediate family or household. For the purpose of this section, immediate family shall be defined as the spouse, parents, children, legal guardians, grandparents, brothers, sisters or grandchildren of the employee or the employee's spouse.

**5.3 Jury Duty.**

Employees called to serve as jurors or subpoenaed to appear in a court of law in a matter wherein the employer is not a defendant shall be excused from duty without loss of pay or benefits, provided the employee reimburses the board for any jury pay received. The employee shall provide proof of summons and remit jury pay received. The board shall retain the option of docking pay for each day said employee is absent from jury duty and/or serves as a witness.

**5.4 Discretionary Leave.**

The District may from time to time grant leaves of absence to employees who make request for the same. Such leaves shall be granted at the sole discretion of the District upon such terms as the District may determine.

**5.5 Vacations**

Twelve-month employees shall be eligible for paid vacation days according to the following schedule:

<u>Length of Employment</u>		<u>Monthly Accumulation</u>	<u>Maximum Vacation Leave Earned Per Year</u>
<b>From:</b>	<b>To:</b>		
Beginning of year 2	End of year 5	0.83 Days	10 Days per year
Beginning of year 6	End of year 15	1.25 Days	15 Days per year
Beginning of year 16	End of year	1.67 Days	20 Days per year

Part-time employees who work at least half-time are entitled to vacation days on the same basis as full-time employees, but the pay will be based on the employee's average number of part-time hours per week during the last vacation accrual year. The Superintendent will determine the procedure for requesting vacation.

Vacation days earned in one fiscal year must be used by the end of the following fiscal year; they do not accumulate. Employees resigning or whose employment is terminated are entitled to the monetary equivalent of all earned vacation.

5.6 Bereavement.

In the case of the death of an employee's and/or an employee's spouse's immediate family member, such employee will be permitted to take up to three (3) bereavement days, per incident, without loss of pay. For the purpose of this section, immediate family shall be defined as the spouse, parents, children, legal guardians, grandparents, brothers, sisters or grandchildren of the employee or the employee's spouse. The three days taken as bereavement leave shall not be deducted from the employee's accumulated sick leave.

5.7 Statement of Accumulated Leave.

A statement of accumulated leave is part of the employee's paycheck stub and will remain so during the duration of the contract.

**Article VI – Insurance.**

6.1

The District shall pay per month against the cost of health and accident insurance for each full-time employee up to the amount shown on the following schedule:

2007-08      \$470

There will be a five (5%) percent increase in the amount to be paid by the District each additional year of this contract.

**Article VII – Discipline and Discharge.**

7.1

No employee shall be subject to dismissal or to suspension without pay without first being given written notice of the cause stated by the District for such discipline and an opportunity to discuss the same with an administrator of the district.

At any meeting before an administrator convened pursuant to written notice for the purpose of discussing the reasons for a contemplated dismissal or suspension without pay, the employee shall have the opportunity to have a union representative present.

**Article VIII – Notices.**

8.1

The Union will be provided the ability to distribute materials, notes, notices, etc. to non certified employees, as outlined in section 1.1, as long as it does not interfere with the school environment or employee job duties.

**Article IX – Job Descriptions.**

9.1

The Employer shall maintain general job descriptions for all positions covered by this Agreement. The Employer shall provide the Union with a list of all support staff employees which will include their classifications, their year of service, hourly rate,

hours per day, days per year, and insurance coverage. This list shall be provided by February 1st of each year.

**Article X – Employment**

10.1 Seniority.

The District shall maintain a schedule of employees by classification setting forth the length of continuous service since the last date of hire. The list will be provided to the Union steward annually.

In the event a support staff employee is let go by receiving notice of reduction in force at the end of a school year and is rehired at the beginning of the following school year, this employee's seniority shall continue uninterrupted, with no regard to the RIF notice.

In the event of a reduction in force, the employee with the least overall seniority shall be laid off within the classification selected by the layoff.

10.2 Recall.

Employees shall retain recall rights equal to their date of hire seniority.

10.3 Posting.

When the Board determines that a vacancy is created or a new position is created, the vacancy shall be posted in the building.

**Article XI – Conditions of Work.**

11.1 Schedule.

Individual work hours shall be set at least one week in advance. However, nothing shall restrict the ability of the administration to vary work hours and schedules when warranted through change of conditions, emergencies or other reasons.

11.2 Breaks.

Each employee working eight (8) hours per day shall receive a fifteen (15) minute break period in the first one half of the shift and a fifteen (15) minute break period in the second one half of the shift to be scheduled with the approval of the immediate supervisor. Each employee working at least five (5) and less than eight (8) hours per day shall receive a fifteen (15) minute break period to be scheduled with the approval of the immediate supervisor.

11.3 Meal Break.

Each employee required to work seven (7) hours or more shall receive a one half (1/2) hour meal break. Breaks shall be scheduled at times which are least disruptive to the work environment, as determined by the immediate supervisor. If an employee chooses to leave the building for their meal break, they will sign out and in at a place designated by the building principal.

11.4 Overtime Compensation.

Overtime shall be compensated at the rate of one and one half (1 ½) the regular rate of pay for each hour worked over 40 hours in a work week.

11.5 Flexible Schedules.

At the sole discretion of the Superintendent, an employee may be granted permission to vary starting and quitting time of an individual shift.

11.6 Mileage.

Members of the unit approved by the Superintendent and/or his/her designee in advance to use their own vehicles for school business during the course of the school day shall be reimbursed at the then current IRS allowable mileage rate.

11.7 Compensation

Wages shall be paid in accordance with the terms of Attachment A attached hereto and incorporated in this Agreement.

Each July 1 yearly increases will be based upon the Social Security Cola as established on January 1<sup>st</sup> of each year.

Paydays will be on the 15<sup>th</sup> and 30<sup>th</sup> of each month. When these dates fall on a weekend or a holiday, the payday will be the last working day for the district prior to the weekend or holiday.

A secretary will be designated by the Principal to contact substitutes needed for those employees absent. Compensation will be \$400.00 per year, payable at after the last day of student attendance.

In lieu of back pay and other considerations for the 2007-2008 school year, the following two employees shall receive a one time lump sum payment of \$250.00: Denise Brown, and Carol Walker; and one employee shall receive a one time lump sum payment of \$500.00: Mike Russell. Employees not named above are not eligible to receive the one time lump sum payment nor is any former employee not on the payroll as of the date of ratification.

11.8 Absence during Work Hours

Employees shall receive permission from the building principal before leaving the building during normal paid working hours.

**Article XII – Holidays**

12.1

Unless the District receives a waiver or modification of The School Code pursuant to Section 2-3.25g, allowing it to schedule school on a holiday listed below, District employees will be paid for, but will not be required to work on:

- |                                   |                  |
|-----------------------------------|------------------|
| New Year's Day                    | Labor Day        |
| Martin Luther King Jr.'s Birthday | Columbus Day     |
| Abraham Lincoln's Birthday        | Veteran's Day    |
| Casmir Pulaski's Birthday         | Thanksgiving Day |
| Memorial Day                      | Christmas Day    |

Independence Day

The District may require educational support personnel to work on a school holiday during an emergency or for the continued operation and maintenance of facilities or property.

### **Article XIII – Union Rights**

#### 13.1 Membership Dues.

The District agrees to deduct membership dues, initiation fee and fees for Union programs from an employee's paycheck upon written request of the employee. Such deductions shall be authorized on forms signed by the employee and provided by the Union and shall remain in effect until revoked by the employee in writing. The District shall remit monies deducted to the Union. The Union shall indemnify and hold the District harmless against any and all claims, suits or other forms of liability which may arise out of any action taken by the District in its efforts to comply with this section

#### 13.2 Stewards.

The District recognizes the right of the Union to designate its own officers, including stewards. The Union shall keep the District informed, in writing, as to the identity of stewards and other officers as the Union may, from time to time, deem appropriate. The designation of the individual employee as a steward or officer shall not operate to exempt such individual from working duties for the purpose of attending Union duties. The District may, when it deems appropriate, from time to time, excuse a steward from regular duties without loss of pay to engage in conferences with the administration or to perform other duties under this Agreement. However, no such excuse from duty shall be deemed to constitute a precedent nor to oblige any future excuse from duty under like circumstances or otherwise.

#### 13.3 Union Security.

Employees who elect to become members of the Union may withdraw their membership by giving notice to the Employer and the Union between June 15 and June 30 of each year.

#### 13.4 Access.

Authorized business agents or officials of the Union who are not employees may meet with an individual school employee in the school building during the duty free time of such employee upon notifying the school office. No such meeting with an individual employee shall oblige the district to keep a building open at a time when it would not otherwise be open.

#### 13.5 Union Leave.

One employee each year will be permitted to take a total of five (5) unpaid leave days, for the purpose of attending Union functions. All such leaves will be scheduled in advance as determined by the Superintendent so that the leave will not interfere with District operations.

### 13.6 Fair Share.

The employer agrees to implement fair share. The employer agrees to implement fair share for workers hired after the ratification of this agreement. Each worker, as a condition of employment, on or before thirty (30) days from the date of beginning 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. The fair share fee shall not exceed the amount of dues required of members of the Union. Fair share fees shall be collected via payroll deductions by the Board and forwarded to the Union along with an itemized listing of such deductions.

## **Article XIV – Technical Clause.**

### 14.1 Complete Understanding.

This Agreement constitutes the full and complete understanding between the parties. All rights, powers and authority of the Board and/or its administrative staff not specifically limited by the language of this Agreement are retained by the Board. The Board, however, shall take no action which shall violate any of the specific provisions of this Agreement.

### 14.2 Waiver of Additional Bargaining.

The parties acknowledge that during the course of the negotiations which resulted in this Agreement each had the right to make demands, proposals, and counter proposals with respect to any matter not specifically excluded by law and that this Agreement has been arrived at following the full exercise of this right. It is therefore understood that neither party shall be obliged to bargain collectively with respect to any subject or matter not referred to or covered by this Agreement whether such matter may have been known or unknown or otherwise subject to the contemplation of the parties at the time of negotiations.

### 14.3 Validity.

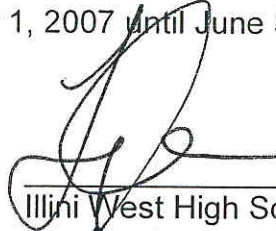
Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that part shall be deleted to the extent that it violates the law and the remaining articles, sections and clauses shall remain in effect. The parties shall immediately re-negotiate the invalidated portion.

14.4 Duration.

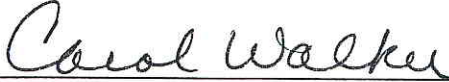
The term of this Agreement shall be from July 1, 2007 until June 30, 2011.



SEIU Local 73 Representative



Illini West High School District No. 307  
President



SEIU Local 73 Negotiating Team  
Member



Illini West High School District No. 307  
Board Member

## APPENDIX A

### SALARY SCHEDULE

Contract Classification	No Step	Step 1 (1st year) Probationary	Step 2 (2nd year)	Step 3 (5th year)	Step 4 (10th year)	Step 5 (15th year)
<b>Clerical:</b>						
Secretarial I - Bldg Head Sec		12.60	12.85	13.10	13.35	13.60
Secretarial II - Secretary		12.10	12.35	12.60	12.85	13.10
Clerical		8.25	8.50	8.75	9.00	9.25
<b>Instructional:</b>						
Aides (student, classroom)		10.50	10.75	11.00	11.25	11.50
<b>Building Services:</b>						
Custodians		12.10	12.35	12.60	12.85	13.10
<b>Transportation:</b>						
Regular Routes	21.62	per hour				
Daily Routes	14.58	per hour				
Activity Trips	10.00	per hour				
Activity Trips: Coaches	10.83	per hour				

Pay is based upon Fiscal year not anniversary date

Secretary Stipend for Substitute calling is \$400 per year, payable after the last day of student attendance

Activity Trips - driver is not paid for motel time.

## MEMORANDUM OF UNDERSTANDING

October 15, 2008

In consideration of changes being made to Section 11.7 and the understanding that all employees covered under the collective bargaining agreement are to be paid for 2008-2009 as per placement on said salary schedule, pay to be retroactive as of July 1, 2008, the union will withdraw the unfair labor practice with prejudice.

