GLENBARD TOWNSHIP HIGH SCHOOL DISTRICT 87

C O N T R A C T

Between the Board of Education, District 87

and

American Federation of State, County and Municipal Employees,

Local 1970

July 1, 2016 through June 30, 2021

AGREEMENT

This Agreement is entered into August 18, 2016, effective July 1, 2016 and between the Board of Education of GLENBARD TOWNSHIP HIGH SCHOOL DISTRICT 87 (hereinafter called the "Board"), and AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO (AFSCME), Council 31 on behalf of AFSCME Local 1970 (hereinafter called the "Union").

The Board and the Union endorse the practices and procedures of collective bargaining to promote harmonious relations between the parties, to establish a peaceful procedure of the resolution of differences, and to establish the rates of pay, hours of work and other conditions of employment.

TABLE OF CONTENTS

Article 1: Union and Management
- 1.1 Recognition ---- 3
- 1.2 Management Rights ---- 3
- 1.3 Subcontracting ---- 3
- 1.4 Representation ---- 3
- 1.5 Pay for Meetings ---- 4
- 1.6 Bulletin Boards ---- 4
- 1.7 Personnel Transactions and Seniority Rosters ---- 4
- 1.8 Non Discrimination ---- 4
- 1.9 Labor/Management Committee Meetings ---- 4
- 1.10 Meeting Rooms ---- 5
- 1.11 Right of Access ---- 5
- 1.12 Time Off for Union Activities ---- 5
- 1.13 Distribution of Literature ---- 5
- 1.14 Union Orientation ---- 5

Article 2: Hours of Work and Overtime ---- 6
Article 3: Holidays ---- 6
Article 4: Vacations ---- 7
Article 5: Sick Leave ---- 9
Article 6: Personal Leave ---- 10
Article 7: Other Leaves of Absence ---- 11
Article 8: Retirement Payment ---- 13
Article 9: Insurance (Health, Dental and Life) ---- 13
Article 10: Wages ---- 14
Article 11: Grievance Procedure ---- 16
Article 12: Seniority ---- 18
Article 13 Discipline ---- 20
Article 14: New, Merged or Abolished Job Classifications ---- 21
Article 15: Filling of Vacancies ---- 21
Article 16: Temporary Assignment ---- 22
Article 17 Working Conditions ---- 23
Article 18: Performance Reviews ---- 24
Article 19: Personnel Files ---- 25
Article 20: Dues Check-off and Fair Share ---- 25
Article 21 Miscellaneous
- 2.1 Records ---- 26
- 2.2 Liability Insurance ---- 26

Article 22: No Strikes — No Lockout ---- 26
Article 23: Complete Agreement ---- 27
Article 24: Termination ---- 27
Appendix A ---- i
Appendix B ---- ii

ARTICLE 1
UNION AND MANAGEMENT

1.1 Recognition

The Board hereby recognizes the Union as the sole and the exclusive bargaining agent for all Secretaries/Specialists and Para-Professionals employed by the District in job classifications set forth in the appendix attached, excluding Secretary to the Superintendent of Schools, Secretary to Assistant Superintendent for Business Services, Secretary to Associate Superintendent for Instructional Services, Secretary to Assistant Superintendent for Human Resources and Student Services, Secretaries to Principals and any other employee excluded under the definition of Education Employee in Section 2(b) of the Educational Labor Relations Act. Should the parties agree that other titles appropriately belong in an AFSCME-represented bargaining unit, they shall jointly stipulate to an amendment or clarification of the unit. Such stipulation shall be filed with the Labor Relations Board in accordance with its procedure.

1.2 Management Rights

It is agreed that the Union and the employees will cooperate with the Board to liberally construe this Agreement to facilitate the District's efficient, flexible and uninterrupted operations. The Union recognizes that all management rights, functions, powers, and responsibilities belong solely to and are exclusively vested in the Board except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to full and exclusive control of the management of the District and the administration thereof, and the direction of the working forces, including (but not limited to) the right to hire, or suspend, discipline, or discharge for just cause; to lay off for lack of work or for any other legitimate reason; to classify, transfer and assign work, promote, or recall, to make and enforce reasonable rules and regulations; to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and personnel of the District's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number, utilization and kind of personnel and how they shall be employed, and the quality and quantity of workmanship and work required to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this Article are vested exclusively in the Board, except as expressly abridged by a specific provision of this Agreement.

1.3 Subcontracting

The Board will attempt to have employees continue to perform bargaining unit work where practicable; however, the Board reserves the right to contract out work for reasons of efficiency or economy. Prior to subcontracting bargaining unit work, the Board shall give reasonable notice to the Union and, upon request, meet with the Union to discuss said action. Clerical substitutes shall be paid at the base rate of the job title which they are performing. Summer help will be paid at their regular rate of pay if they are regular employees during the school term.

1.4 Representation

The Board shall not negotiate with employees to change the employee's wages, hours or working conditions set forth in this Agreement, except if the Union agrees. The Board shall not meet, discuss, subsidize or negotiate with any other employee organization or its representatives on matters pertaining to wages, hours or working conditions of the employees covered by this Agreement.

1.5 Pay For Meetings

Employees may be allowed time off at their regular straight-time rate of pay to attend meetings if agreed to by the District, scheduled by the District, or mandated by this Agreement, and if such attendance does not unreasonably interfere with the normal operation of the District.

1.6 Bulletin Boards

The Board shall provide bulletin boards or space on bulletin boards at each District physical site, the number, size and location to be mutually agreed to by the Board and the Union. The said bulletin boards or space shall be for the sole and exclusive use of the Union for Union business. Posted material shall not be partisanly political, defamatory or personal in nature and shall be signed and dated prior to posting.

1.7 Personnel Transactions and Seniority Rosters

The District shall notify the Union as to the following personnel transactions involving unit employees as soon as the change is received in the Office of the Assistant Superintendent for Human Resources and Student Services: promotions, reclassifications, layoffs, transfers from buildings, leaves, returns from leaves, reemployment, reinstatements, suspensions, discharges and other terminations.

Each February and one other time per year as requested, the District shall furnish the Union with a seniority roster which shall include each employee's date of hire, job title, and work location.

The District shall provide the President and Treasurer of the local with a current dues and fee payers list each pay period.

1.8 Non Discrimination

A. Neither the Board nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable law because of race, creed, color, handicap, national origin, age, sex, or marital status.

B. Neither the Board nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

1.9 Labor/Management Committee Meetings

The Board's designated representative and the Union Committee from each school and the District Office shall meet every month to discuss and attempt to solve problems of mutual concern. The Superintendent and/or designee, and an administrative building representative shall meet once every three (3) months with the Union Committee for the same purpose. By mutual agreement, the parties may meet more or less frequently.

Meetings shall be scheduled at a time, place and date mutually agreed upon. Each party shall submit a proposed written agenda to the other party at least one (1) week prior to the scheduled meeting. Minutes shall be taken by the Union and forwarded to the District for review. The District shall notify the Union of any differences concerning the accuracy of the Union's minutes.

These meetings shall be attended by a reasonable number of representatives from each party, the number of which shall be mutually agreed to by the Union and the District.

1.10 Meeting Rooms

The Board shall make available meeting rooms for Union meetings, provided that such meetings in no way interfere with the normal operation of the District and provided further that such meetings entail no additional maintenance or custodial expense. All requests to use such District facilities shall be made to the Building Principal or his/her designated representative or the Assistant Superintendent for Human Resources.

1.11 Right of Access

Duly authorized officials of the Union will be permitted reasonable access to District facilities during normal working hours after notification to the District. The Union will not abuse this privilege and shall conduct themselves in a manner that does not unreasonably interfere with the normal operation of the District. By mutual agreement with the Superintendent or Assistant Superintendent for Human Resources, in emergency situations, Union staff representatives may call a meeting during work hours to prevent, resolve or clarify a problem. The Board may change or set rules of access, provided that any change in current practices must be reasonable.

1.12 Time Off for Union Activities

Local union representatives will be allowed ten (10) days paid leave per year for union meetings and State and International Conventions, provided that such activity shall not unreasonably interfere with the operating needs of the District and the employee gives reasonable notice to her/his immediate supervisor of such absence. For special circumstances beyond ten (10) days, requests for paid leave shall be made to the Assistant Superintendent for Human Resources by the Union President. Local union representatives will be allowed time off without pay for union meetings and State and International Conventions, provided that such activity shall not exceed a reasonable period of time, unreasonably interfere with the operating needs of the District and the employee gives reasonable notice to her/his immediate supervisor of such absence. Union meetings shall be attended by a reasonable number of representatives, the number of which shall be mutually agreed to by the parties. The employee may utilize any accumulated time (personal leave or vacation days) in lieu of taking such time without pay. The Union agrees that all such meetings will be scheduled to provide a minimum of interference with the normal operation of the District.

1.13 Distribution of Literature

Distribution of Union literature shall be permitted during the non-working time of the employee who is distributing the literature. Such distribution shall be done so as to not disrupt the work of other employees. The regular District inter-school mail service and employees' mail boxes shall be available to the Union for the purpose of communication. All communications shall be identified by the Union and copies of Union-authorized materials so distributed shall be furnished to the Building Principal prior to distribution. Only Union officers may authorize and identify these communications. The Union agrees to hold the District harmless for any and all use by the Union of the District's mail system.

1.14 Union Orientation (NEW SECTION)

Each newly hired bargaining unit employee shall, during the employee's first month of employment, be scheduled at a time mutually agreeable to the parties for an orientation which shall be provided by the Union. The Union orientation period shall be thirty (30) minutes, and shall take place during the employee's regular working hours with no loss of pay to the employees involved.

ARTICLE 2
HOURS OF WORK AND OVERTIME

2.1 Work schedules currently established shall remain in effect. Prior to changing a work schedule, the District shall give the Union reasonable advance notice and, upon request, shall meet with the Union to discuss the change. This Article is intended only to provide a basis for calculation of overtime and is not to be construed as a guarantee of hours of work per day or week.

2.2 Employees who work overtime (more than 40 hours per week) shall be granted, at their option, compensatory time off or monetary payment, with supervisor approval. In both cases, the hourly rate is multiplied by 1.5 times the number of overtime hours worked. Work performed on Sunday or holidays shall be paid double the regular rate of pay. The District may require employees to work a reasonable amount of overtime. The District will work to accommodate the employees' personal commitments to the extent possible while still reserving the right to assign overtime. If at all possible, the District will give two (2) days prior notification of the need to work overtime. Overtime and/or premium pay shall not be paid twice for the same hours worked. Overtime shall be calculated at an hourly rate.

Overtime worked that is booked as compensatory time off may be accumulated to a maximum of twenty-four (24) hours. Any hours earned after the maximum is reached will be paid as overtime in the next pay period.

2.3 Coaches and sponsors will be paid at one and one half (1½) their regular rate of pay after 40 hours of work staying within the District's annual budget for each activity or sport.

2.4 Employees will be granted a one hour lunch with no loss of pay when there is no full line food service for students or no students present.

ARTICLE 3
HOLIDAYS

3.1 Full-time, 12 month non-probationary employees shall be entitled to the following holidays with no reduction in their regular salary provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such holiday unless the employee's failure to work on such day is for a reason the District finds to be valid:

1. Labor Day
2. Columbus Day
3. Veteran's Day
4. Thanksgiving Day
5. Friday after Thanksgiving Day
6. Christmas Eve
7. Christmas Day
8. New Year's Eve
9. New Year's Day
10. Presidents Day
11. Good Friday
12. Memorial Day
13. Independence Day
14. Martin Luther King's Birthday

15. Casimir Pulaski's Birthday or Wednesday before Thanksgiving Day

The above listed paid holidays will not decrease below the current number fifteen (15) and should one of those listed holidays not be celebrated by the District, the employee shall be given a "floating holiday" in its place. Requests to use "floating holidays" shall not be unreasonably denied.

3.2 Upon completion of the probationary period, holiday pay will be granted retroactive to the original date of employment. Deductions made because of holidays during the probationary period shall be reimbursed to the employee; to the extent they are eligible, in the next pay period following completion of the probationary period.

3.3 Christmas Day and New Year's Day which fall on Saturday will be observed the Friday before; where Christmas Day and New Year's Day fall on a Sunday, they will be observed on the Monday following.

3.4 If any employee is on authorized sick leave when a holiday is observed, that holiday or those holidays shall not be counted as paid sick leave.

3.5 Ten month employees will be granted two (2) paid holidays.

ARTICLE 4
VACATIONS

4.1 Newly hired full-time, twelve (12) month employees beginning work after July 1 shall be entitled to paid vacations in accordance with the following schedule:

Hiring Date	Annual Vacation Available To Be Taken After July 1
July, August, September	10 days
October	9 days
November	8 days
December	7 days
January	6 days
February	5 days
March	4 days
April	3 days
May	2 days
June	1 day

4.2 Twelve (12) month employees and employees who convert to twelve (12) month employment shall be entitled to vacation in accordance with the following schedule:

Years of Continuous Service on June 30	Annual Vacation Available To Be Taken After July 1
1 year	10 days
2 years	10 days
3 years	10 days
4 years	10 days
5 years	11 days
6 years	12 days

7 years	13 days
8 years	14 days
9 years	15 days
10 years	16 days
11 years	17 days
12 years	18 days
13 years	19 days
14 years	20 days

Twelve (12) month employees may elect to work up to one-half of their earned vacation and receive regular pay in addition to their vacation pay for the hours worked with the approval of the immediate supervisor.

Continuous service for employees who convert to twelve (12) month employment shall include all years of continuous service prior to the conversion. The working year shall be defined as July 1st through June 30th.

4.3 All vacation requests shall be submitted in writing to the Building Principal or designee or, in the case of the District office employees, the Assistant Superintendent for Human Resources or his/her designee. In all cases, except unforeseen and unavoidable circumstances, eligible employees shall submit their request(s) for paid vacation time off of less than five (5) days during the school term at least five (5) days in advance and employees requesting five (5) days or more paid vacation time off during the school term shall submit their request(s) at least two (2) weeks in advance. Employees who have submitted timely requests shall be informed in a timely fashion whether their request has been granted.

4.4 The District shall schedule vacations so as to cause a minimum of interference with District operation. Consistent with causing a minimum of interference with District operation, employees, where possible, will be given preference as to the time of their vacation on the basis of seniority.

4.5 Employees shall receive their regular straight-time salary as vacation pay in effect at the time the scheduled vacation is taken.

4.6 Upon separation of employment, vacation time earned but not used shall be paid at the employee's regular straight-time rate of pay in effect on the date of termination. Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay or engaged in conduct in violation of Article 22 of this Agreement. Vacation days may not be accumulated, in whole or in part, from one year to the next. Vacation not taken shall be forfeited, unless such failure to take vacation is caused by: a) the District, whereupon said employee shall, at her/his option, be paid any vacation pay due or schedule said vacation at a future date mutually agreed to by the parties or, b) the employee's illness or injury preventing the use of vacation whereupon the vacation days will be converted to sick days.

4.7 If a holiday falls within a vacation period, the District shall have the option of granting the employee an extra days' pay or an extra day of vacation at a time mutually agreed upon, providing the employee works the full scheduled workday immediately preceding and following such vacation period, unless such absence is for a reason the District finds to be valid.

4.8 At the District's discretion, employees may be allowed additional days off with or without a loss of pay.

4.9 Twelve month employees will receive an additional three (3) paid release days during Winter Break and two (2) paid release days during Spring Break. These days are in addition to any paid holidays which occur during Winter and Spring Breaks.

ARTICLE 5
SICK LEAVE

5.1 Non-probationary employees shall be entitled to sick leave in accordance with the following schedule:

Twelve (12) month employees	15 days annually
Ten (10) month & less employees	15 days annually

The year shall be considered July 1 to June 30. Sick leave shall be pro-rated for employees who begin employment after July 1.

5.2 Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. In cases of suspected abuse or where otherwise deemed necessary, the Board may require a physician's certificate or if the treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such person's faith as a basis for pay during leave after an absence of three (3) work days for personal illness, or as it may deem necessary in other cases. For purposes of this Article, immediate family shall be defined as parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

In the event of the death in an employee's immediate family or household, such employee shall be entitled to three (3) consecutive days off, including the day of the funeral, without loss of any leave time.

New employees shall not be required to use leave of any type to get a routine employment physical examination as required by the District. Such time shall be granted at the employee's regular rate of pay.

Sick leave shall be used in increments of no less than one (1) hour. Unused sick leave shall accumulate as indicated below:

Twelve (12) month employees	261 days
Ten (10) month & less employees	184 days

These days are at full pay, including the leave of the current year.

Prior to August 1 of each year, all twelve (12) month employees shall be given a statement of all accumulated sick leave time. Less than twelve (12) month employees will receive such statement upon return to work. Sick leave shall be used in increments of no less than one (1) hour of the employee's regular work schedule.

5.3 Sick leave is applicable to all regular employees. Sick leave shall not be given during probationary period, however, sick leave benefits will be granted retroactive to the original date of employment and any deductions made because of sickness during the probationary period shall be reimbursed to the employee to the extent they are eligible, in the employee's next pay period.

An employee on an unpaid leave of absence shall neither be eligible for nor accumulate sick leave.

5.4 A sick leave bank plan will be established to provide extended sick leave to employees. The sick leave bank will be subject to the following guidelines:

A. All employees will participate in the sick leave bank.B. The Superintendent or his/her designee will administer the sick leave bank.

C. Each employee covered by the Agreement shall contribute yearly two irredeemable days to the sick leave bank. The Board shall contribute 200 days yearly to the sick leave bank. If the bank contains 1500 or more days at the beginning of the fiscal year, employees' and Board contributions for the year shall not be made.

D. No employee will be able to withdraw day(s) from the sick leave bank until her/his own accrued sick leave, vacation, and personal days, and compensatory time have been depleted and a request has been presented for sick leave bank withdrawal accompanied by a doctor's written verification of the employee's illness. Upon approval of the Superintendent, or his/her designee, the grant for sick leave bank withdrawal will be effective as of the date of eligibility as indicated on the request and verification. Recurring absences due to the same illness or disability, indicated by a doctor's written verification, do not have to be consecutive.

E. Each employee will be eligible to withdraw a maximum of fifty (50) working days in any twelve (12) month period commencing with the date of the first withdrawal. Employees participating in the sick leave bank shall continue to receive insurance benefits and earn vacation.

F. Any days remaining in the bank at the end of a year will be placed in the next year's bank.

G. In the event the sick leave bank is depleted of benefits before the end of the year, the bank will cease to furnish benefits for the remainder of that year.

H. The bank shall be applicable only to employee illness or accident and is not to be used for maternity leave or any other leave of absence. Further, the bank may be used for illness defined as pregnancy-related disability as required by Federal law.

I. When an employee files an application for disability payments with the Illinois Municipal Retirement Fund, Social Security Administration, Veteran's Administration, or from workers' compensation, such application shall be deemed notice to the Board of relinquishment of all future participation in the sick bank with respect to such illness or disability, effective with the implementation of such payments.

J. Employees who are disciplined for sick leave abuse by receiving a written reprimand or greater discipline will not be eligible to access the sick leave bank for twelve (12) months from the date of the discipline.

ARTICLE 6
PERSONAL LEAVE

6.1 Employees shall be entitled to personal leave with pay in accordance with the following schedule:

Employees up to 16 hours (2 workdays).

All employees shall receive pro-rated personal leave based upon the number of hours worked during the employee's regularly schedule workday. Personal leave shall be taken in increments of not less than one (1) hour. Up to one (1) unused personal leave day may be carried over into the next school year; however, in no case shall personal leave accumulate to more than three (3) days. All other unused personal leave days shall be added to the individual's sick leave.6.2 Personal leave may be used for business which cannot be conducted during a time other than working hours according to the following provisions:

A. Personal leave, in all cases except unforeseen and unavoidable circumstances, requires at least two (2) days advance notice to the Building Principal or his/her designated representative.

B. Requests for personal leave must be submitted in writing on a preprinted form. Said form must be signed by both the employee and Building Principal or his/her designated representative. Personal leave is to be used for sound, pressing, and unavoidable reasons. The employee requesting such leave is not required to state the reason for such leave because her/his signature on the request form shall attest that the leave is being requested pursuant to the conditions set forth in this Article.

C. Except in unforeseen circumstances, personal leave days shall not be requested on days immediately before or after a holiday, vacation or during the first or last week of the school year.

D. Improper use of personal leave will result in the loss of salary for the day or days in questions and/or other disciplinary action.

E. Notwithstanding the above provisions, ten (10) month employees shall be permitted to use one (1) personal day before or after a Holiday every school year. Use of personal leave is based upon the order in which the requests are received. Ties will be broken by overall seniority. Denials will be based upon demonstrable operational needs.

ARTICLE 7
OTHER LEAVES OF ABSENCE

7.1 General Leave

Employees who have completed their initial probationary periods may apply in writing for general leaves of absence without pay. If good and sufficient cause is shown, the District may approve such leave of absence for a period of up to forty-five (45) consecutive calendar days in any twelve (12) month period. General leaves of absence may be extended by the District for additional periods of forty-five (45) days provided the employee wishing to have such an extension applies for it in writing and shows good and sufficient cause for the extension.

7.2 Maternity Leave

A. An employee may, in writing, request a maternity leave of absence for such time as deemed necessary up to one (1) year. Such request should be made to the Personnel Office a minimum of sixty (60) days prior to the requested date for leaving the position, except in cases of emergency.

B. An employee may continue to work as late into her pregnancy as she is able to perform her required functions and her physician has informed the Personnel Office, in writing, that her physical condition warrants continued duty.

C. An employee may use her available sick leave for any medical disability due to pregnancy

prior to the effective date of the maternity leave.

7.3 On the Job Injury or Illness Leave

When an employee is absent from work because of an injury or illness incurred while in the course of employment, the employee may be entitled to receive worker's compensation benefits. When the employee receives such benefits, the District shall combine her/his accumulated sick leave with worker's compensation payments in order to make up the difference between the worker's compensationpayments and her/his regular salary. The employee's sick leave shall be reduced based on actual time used.

If an employee's worker's compensation payments cease, she/he shall utilize accumulated sick leave until such sick time is exhausted, and thereafter, may apply to use the sick leave bank in accordance with Article 5. During this time period, the employee shall continue to be covered by the District's health and life insurance plans, subject to the provisions of the insurance carrier.

All injuries, however slight, must be reported to the employee's supervisor immediately.

7.4 Unpaid Medical Leave

In the event of a non-occupational injury or illness, a non-probationary employee who has utilized all her/his accumulated sick leave days, sick bank days, and other available paid time off, may request, by written application, a medical leave of absence. Such application must be accompanied by a doctor's certificate which shall include the nature of the disability and approximate length of time necessary for leave. In such case the District shall grant a leave of absence up to three months, provided such leave may be renewable for like three-month periods, for a total leave of absence not to exceed one year or a period equal to the employee's seniority with the District, whichever is shorter. All extension requests must be in writing and must be accompanied by a doctor's certificate.

The Board reserves the right to verify an employee's claim of injury or illness by having such employee examined, at its expense, by a doctor chosen by the District. If the opinion of the Board's appointed doctor conflicts with the opinion of the employee's doctor, the employee, if unwilling to return to work, shall seek at her/his cost, an independent third opinion within ten (10) days after the result of the examination by the Board appointed doctor is made known. The independent third opinion shall be from a doctor selected by agreement of the two doctors whose opinions conflict. The opinion of such third doctor shall be final and binding on the employee involved, the Board and the Union.

7.5 Jury Duty /Subpoena Leave

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to non-work related litigation) shall be granted a special leave with pay, provided that the employee deposits his/her jury duty pay (with the exception of expenses for mileage) with the Assistant Superintendent for Human Resources.

7.6 Leaves in General

An employee on an unpaid leave of absence shall not receive nor accrue any benefits. She/he shall retain her/his prior seniority, but shall not accumulate seniority during the period of the leave. However, she/he may continue to participate in the District's insurance programs by paying the full cost of the premiums.

An employee shall continue to accumulate seniority while on an on-the-job injury leave for up to six months. After six months, an employee shall retain, but not accumulate seniority. Said employee shall not accrue vacation or personal leave days during said leave.

An employee who returns from an authorized leave of absence shall return to her/his former position if vacant or temporarily occupied. If the former position has been permanently filled, the employee will be placed in a comparable position if available. If no such position is available, the employees shall be placed on a list for reinstatement. All employees who return from leaves of absence shall, as a condition of their return, have the present ability to perform the required work without further training.after a reasonable amount of orientation.

Notwithstanding, other leave provisions in this Article and Section. leaves of absence shall be granted consistent with the Family and Medical Leave Act. Sick leave, personal days and vacation days may be used concurrently for certain types of leaves of absence consistent with the Family and Medical Leave Act.

ARTICLE 8
RETIREMENT PAYMENT

8.1 All employees having a minimum of ten (10) consecutive full-time years of service with the District immediately preceding retirement under the Illinois Municipal Retirement Fund Program are eligible for the retirement plan.

An eligible employee who submits a timely letter of resignation will be paid a salary increase in each of his/her last year(s) of service equal to but never to exceed four percent (4%) of the amount otherwise due and owing to the employee above the previous year's wage, for a maximum of three (3) years prior to retirement, as the case may be.

8.2 An *Irrevocable Notice of Retirement* must be given between April 1st and June 1st of the year prior to retirement to be eligible for this stipend. The employee's retirement will be effective at the end of a semester or at the end of a school year. Twelve (12) month employees also may choose retirement effective on June 30th.

8.3 Employees who give an Irrevocable Notice of Retirement as stipulated in 8.2 and who have reached the maximum number of accumulated sick days allowed in 5.2 of the contract, will be granted an additional day of sick leave for every day they drop below the maximum allowed accumulation up to a maximum of 15 days for a 12 month employee or 15 days for a 10 month employee. It will be the retiring employee's responsibility to notify the Human Resources Coordinator in the District Office immediately upon return from sick leave usage.

ARTICLE 9
INSURANCE (HEALTH, DENTAL AND LIFE)

9.1 The Board shall provide a comprehensive insurance program of hospitalization, surgical and medical coverage for each employee in accordance with the following:

The Board will pay eighty-seven percent (87%) of the single insurance premium and fifty-seven percent (57%) of the dependent insurance premium for both ten and twelve month employees.

For employees beginning work on or after July 1, 1995, working less than four (4) hours per day, the Board shall make no payments.

9.2 Employees shall be entitled to participate in a group life insurance program ($60,000 face value).

The cost of such insurance shall be paid by the Board.

9.3 The Board of Education will pay the single premium for dental coverage for eligible employees who elect coverage.

The extent of the District's obligation under this Article shall be limited to the payment of the cost of the premiums, where applicable, for the group insurance program, and those covered shall be entitled to benefits only in accordance with and governed by the conditions of the insurance agreements and policies issued thereunder. Neither the Board, nor the Union shall be obligated to pay any insurance benefits directly.

9.5 Employees who retire under the Illinois Municipal Retirement Fund Program, and have worked for District 87 a minimum of ten (10) consecutive full-time years immediately preceding retirement, shall be entitled to participate at the Board's expense in the health, dental, and life insurance program the employee was participating in at the time of retirement with the option to change plans at open enrollment. The Board's contribution for health insurance will be 87% of the single premium and 57% of the dependent premium for the plan the employee is enrolled in. The Board will contribute 100% of the cost for single dental and the retiree may purchase family coverage. The Board will pay the premium for $60,000 of term life insurance. The Board's contribution will continue for three (3) years from the date of retirement.

A retiree who exceeds a 6% increase in their IMRF reportable wages in any year of the three (3) years prior to retirement will forfeit one (1) year of retiree insurance for each year over 6%, applied first to year 3, then year 2, then year 1.

A retired employee or covered spouse who becomes Medicare eligible or becomes disabled while covered, must apply for Medicare Part A and B. Medicare will become the primary payer and the District plan will become the secondary payer for the Medicare eligible individual(s) who are covered by District insurance. Failure to enroll in Medicare will reduce the benefits paid by the District plan. Such benefits will be limited to those of a secondary payer.

An *Irrevocable Notice of Retirement* must be given between April 1st and June 1st of the year prior to retirement to be eligible for this stipend. The notice requirement shall be waived if an employee previously provided a three (3) year notice of retirement pursuant to Article 8 of this Agreement, or if an employee was unable to provide notice due to extenuating circumstances. The employee's retirement will be effective at the end of a semester or at the end of a school year. Twelve (12) month employees also may choose retirement effective on June 30th.

ARTICLE 10
WAGES

10.1 Salary schedules for the term of this Agreement are attached as Appendix B hereto.

A new job category of Tech Specialist has been added. Employees in this category on July1, 2016 will receive an 8% increase to their previous year's hourly wage in addition to $3.60 for the 2016-2017 contract year. Subsequent increases will be subject to the percentage increases set forth in Appendix B.

Promoted employees shall be placed at their then current step on the salary schedule.

10.2 Longevity Schedule

Employees with the indicated years of service or more will receive the following stipends:

12 MONTH EMPLOYEES	- 7 YEARS	$ 660.00
	- 10 YEARS	810.00
	- 13 YEARS	960.00
	- 16 YEARS	1,110.00
	- 19 YEARS	1,260.00
	- 22 YEARS	1,410.00
	- 25 YEARS	1,560.00
10 MONTH EMPLOYEES	- 7 YEARS	550.00
	- 10 YEARS	675.00
	- 13 YEARS	800.00
	- 16 YEARS	925.00
	- 19 YEARS	1,050.00
	- 22 YEARS	1,175.00
	- 25 YEARS	1,300.00
7 HOUR EMPLOYEES	- 7 YEARS	481.25
	- 10 YEARS	590.63
	- 13 YEARS	700.00
	- 16 YEARS	809.38
	- 19 YEARS	918.75
	- 22 YEARS	1,028.13
	- 25 YEARS	1,137.50
6 HOUR EMPLOYEES	- 7 YEARS	412.50
	- 10 YEARS	506.25
	- 13 YEARS	600.00
	- 16 YEARS	693.75
	- 19 YEARS	787.50
	- 22 YEARS	881.25
	- 25 YEARS	975.00
5 HOUR EMPLOYEES	- 7 YEARS	343.75
	- 10 YEARS	421.88
	- 13 YEARS	500.00
	- 16 YEARS	578.13
	- 19 YEARS	656.25
	- 22 YEARS	734.38
	- 25 YEARS	812.50
4 HOUR EMPLOYEES	- 7 YEARS	275.00
	- 10 YEARS	337.50
	- 13 YEARS	400.00
	- 16 YEARS	468.50
	- 19 YEARS	525.00
	- 22 YEARS	587.50
	- 25 YEARS	650.00

Said stipends shall be pro-rated for less than twelve (12) month employees. The stipends shall be split into two (2) equal paychecks payable at the beginning of September and February.

10.3. Special Education Assistants who are on the payroll on December 1 of their sixth (6^{th}) year or above on the seniority list will receive a $225 lump sum payment on the first payroll in December and for each subsequent year of their employment for the duration of this contract.

10.4 Salary payment/10 Month Employees
Salary is paid twice a month, the 5th and 20th. The salary checks will be issued over a twelve (12) month period. All remaining checks will be received on the last day of school.

ARTICLE 11
GRIEVANCE PROCEDURE

11.1 Disputes and differences concerning a violation, misinterpretation or misapplication of the specific provisions of this Agreement between the Board on the one hand, and the Union or any of its members on the other hand, shall be exclusively settled in the following manner and there shall be no interruption of operation.

11.2 It is agreed that the time limitations set forth herein must be strictly adhered to, unless said time limitations are extended by mutual agreement of both parties to this Agreement. Failure of the grievant or Union to meet any time limit shall bar any further processing of the grievance. Grievances may be withdrawn at any step of the grievance procedure without establishing precedent. Failure of the Board or administration to act in a timely manner shall permit the grievance to be referred to the succeeding step of the procedure.

The grievance procedure shall be as follows:

STEP 1 The aggrieved employee must first present the grievance to his/her supervisor. The time limit for the filing of a grievance shall be ten (10) working days after the employee could reasonably have had knowledge of the event which gave rise to the grievance. The aggrieved employee's supervisor shall give an answer to the grievance within three (3) working days, except for grievances where more time is needed to fully investigate and/or gather information concerning the grievance.

STEP 2 A. If the matter is not settled at Step 1, the Union may, within five (5) working days following receipt of the answer at Step 1 reduce the grievance to writing and file a written appeal to the Building Principal, or his authorized representative, who shall give a written answer to said appeal within three (3) working days of receipt.

B. Notwithstanding that a grievance shall be pending, employees shall carry out instructions incident to the proper and efficient conduct of the business of the District. The compliance with an order or instruction shall not waive the employee's right to grieve. However, an employee does not have to perform work which is immediately dangerous to the safety or health of the employee. "Immediately dangerous" shall mean performing work which could cause death or serious physical harm to the employee. Where an employee has good and sufficient reason to believe that the work is immediately dangerous, the matter immediately may be taken up with the employee's supervisor and the Union steward or representative. If the District determines that the work is not

immediately dangerous, the employee's refusal to perform the work may result in discipline. If the Union disagrees with such a determination by the District, it may file an advanced grievance at Step 3 of the grievance procedure pursuant to this Article.

STEP 3 A. If the grievance is not settled in Step 2, the Union may appeal in writing to the Superintendent within five (5) working days of receipt of the Principal's or his/her authorized representative's decision.

B. A Union grievance may be filed at Step 3 in writing to the Superintendent or his/her designee within ten (10) working days after the Union could reasonably have had knowledge of the event which gave rise to the grievance.

C. The Superintendent, at his/her option, may call a meeting of all parties concerned to attempt to resolve the grievance.

D. Within ten (10) working days of receiving the appeal, the Superintendent shall give a written answer.

STEP 4 A. If the grievance is not settled in Step 3, the Union may appeal in writing to the Board within ten (10) working days of receipt of the Superintendent's decision.

B. The Board will render a written decision no later than twenty (20) calendar days after receiving the appeal. The Board, at its option, may meet with all parties concerned to attempt to resolve the grievance.

C. Any settlement at any step shall be binding upon the Board, Union and the aggrieved employee or employees.

D. The appropriate Union official and Superintendent may, by mutual agreement, allow certain grievances to be filed at an agreed upon advanced step of the grievance procedure.

STEP 5 If the matter is not settled at Step 4, the Union, but not an individual employee or employees, may submit the dispute to arbitration by serving a written request to arbitrate, setting forth the facts and specific relief requested, within ten (10) calendar days after the answer is given at Step 4 hereof. If the parties are unable to agree on the selection of an arbitrator, the parties shall submit a joint request to the American Arbitration Association for a list of the names of seven (7) arbitrators. Following receipt of such a list, the parties may agree upon the selection of one (1) of the seven (7) names or, in the event of disagreement, the parties will alternatively strike names from the list and the remaining name shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The Union shall strike first. All arbitrators shall advise the parties of their fees and expenses prior to selection and will be expected to charge such fees and expenses. The fees and expenses of the arbitrator shall be borne equally between the Union and the District.

Each party shall be responsible for compensating its own representatives and witnesses. The cost of a transcript shall be shared if the necessity of a transcript is mutually agreed upon between the parties. Arbitrators shall select a date for arbitration within thirty (30) days of notice that a grievance is ready for arbitration and submit their decision within thirty (30) days following such hearing. The parties may agree to submit more than one (1) grievance to a selected arbitrator. Both parties shall attempt to enter into a joint stipulation of the facts and issues to be submitted to the arbitrator.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement. The provisions of this Agreement shall be the sole source of any rights which either party may assert in arbitration.

Management rights and prerogatives not specifically and expressly abridged by this Agreement are not subject to arbitration. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific factsof the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved.

11.3 Union stewards will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not unreasonably interfere with the operation of the District. The steward shall inform his/her immediate supervisor of her/his request for permission to handle grievances on work time, it being understood that the operation of the District takes precedence unless there is an emergency. Such requests shall not be unreasonably denied.

11.4 The definition of "working days" shall be defined as any day that the District Office is open except that the days during Christmas and spring break shall not be considered working days for the purpose of this Article.

ARTICLE 12
SENIORITY

12.1 It is agreed that a new employee shall be considered on probation for a period of the first ninety (90) calendar days of employment, during which time the Board shall have the sole and absolute right to discipline, discharge or retain the employee at its own discretion. After said ninety (90) days, the employee shall be placed on the regular seniority list and his/her seniority shall date from the employee's date of hire. Rehired employees shall be subject to all provisions of Section 15.2, Trial Period, except that the last paragraph of Section 15.2 shall not apply.

12.2 Seniority means the length of continuous service of an employee covered by this Agreement from the date he/she was first hired except that seniority shall not accrue between resignation and the return to work.

Service of an employee shall be broken, seniority rights, if any, lost, and the employment relationship terminated by: (a) quit, and does not return to work within one (1) year; (b) discharge; (c) except for employees on approved leaves, not working for one (1) year or more; (d) failure to indicate within forty-eight (48) hours an intention to report for work within three (3) calendar days after notice by the District to return to work following a layoff (certified mail addressed and sent to the employee's last address known to the District shall constitute sufficient notice by District); or (e) failure to return following the expiration of a leave.

12.3 A. Where there is an impending layoff with respect to any employee in the bargaining unit, Board shall notify the Union and employees to be laid off not later than fourteen (14) days prior to such layoff, except in emergencies beyond the control of the Board, in which such notice shall be given as soon as reasonably possible. Where there is an impending layoff at the end of the school term or end of the school year, the Board shall notify the Union and employee to be laid off not later than sixty (60) days prior to the end of the

school term. The Board shall negotiate with the Union over the impact of said layoff(s). Prior to any layoff, the Union may submit, in writing, for the Board's consideration, alternative suggestions laying off unit employees. In the event the District recalls employees after a layoff, the employees will be recalled in the reverse order of that in which they were laid off, provided the employee recalled has the present ability to immediately perform the available work. Recalled employees shall have their prior seniority restored.

Laid off employees shall be placed on a layoff list for a period not to exceed one (1) year. Employees who fail to return to active employment within said one (1) year or who refuse recall shall lose seniority and other rights in accordance with Article 12.2.

B. Reduction in Force

Section 1 - Purpose

The purpose of this reduction in force provision {hereinafter referred to as (RIF) is to establish for an orderly and equitable reduction in the number of working hours and positions, while minimizing disruption to the educational process. A RIF situation exists when an employee's position is eliminated, where an employee is bumped, or when an employee's hours are involuntarily reduced.

Section II - Definitions

For purposes of RIF, the bargaining unit shall be divided into the following job categories:

a. Specialist
b. Assistant Principal Secretary
c. Administrative Secretary
d. Instructional Supervisor
e. General Secretary

These are found in the left margin of Appendix A. Job Classifications are found in the right margin of Appendix A. Pay grades are found in Appendix B as the column headings.

For purposes of layoffs, employees shall be laid off in the affected job classification in accordance with their seniority.

Section III -- Bumping

Employees in a RIF situation shall have the following bumping rights on a District-wide basis.

a. Fill a vacancy in the same job classification,
b. Bump the least senior employee in the same job classification,
c. Fill a vacancy in the same pay grade.
d. Bump the least senior employee in the same pay grade,
e. Fill a vacancy in the next lower pay grade,
f. Bump the least senior employee in the next lower pay grade.

In all instances to fill a vacancy or to bump, the employee must have the minimum qualifications to perform the job. Employee Orientation in Section 15.1 and Trial Periods in Section 15.2 shall apply in this situation, except that the last paragraph of Section 15.2 shall not apply. A ten-month employee may not bump a twelve (12) month employee, an employee may not bump into a higher pay grade or into a position with more hours.

C. RIF CHART

Specialist	Specialist
Assistant Principal Secretary	Assistant Principal Secretary
Administrative Secretary	Administrative Secretary
Instructional Supervisor	Instructional Supervisor
General Secretary	General Secretary

ARTICLE 13
DISCIPLINE

13.1 The Board within its discretion shall determine whether disciplinary action should be an oral reprimand, written reprimand, suspension or discharge, depending upon various factors such as, but not limited to, the severity of the offense, the employee's prior record, etc. Such discipline shall be administered as soon as practical after the Board has had a reasonable opportunity to investigate the matter. Upon request, employees shall be entitled to have a union representative present during investigatory meetings in which the employee reasonably believes might lead to discipline. The Employer shall notify employees of their right to Union representation prior to any investigatory interview that the Employer reasonably believes may lead to discipline. Failure to notify an employee of their right to representation shall not invalidate any discipline, provided that such failure does not reflect a consistent pattern of intent to disregard this requirement. The Board agrees that it is good employee relations to administer discipline in private. All such disciplinary action shall be subject to the grievance procedure.

Progressive discipline (corrective discipline), where determined applicable by the Board, shall be administered in the following manner:

First -- Oral reprimand,
Second -- Written reprimand,
Third -- Suspension (notice to be given in writing), and
Fourth -- Discharge (notice to be given in writing).

Discipline may be imposed only for just cause.

13.2 In cases of oral reprimands, the supervisor shall inform the employee that she/he is receiving an oral reprimand and the reasons therefore.

13.3 For discipline other than oral reprimands, the employee's immediate supervisor shall meet with the employee involved to inform her/him of the disciplinary action and the reasons therefore, including the names of witnesses and copies of pertinent documents to the extent then known.

The employee and/or the Union steward shall be given the opportunity to rebut the discipline. Reasonable extensions of time for rebuttal purposes will be allowed.

The Board may suspend an employee for up to thirty (30) calendar days pending the decision whether or not charges for discharge shall be filed against the employee, but in unusual circumstances, the suspension may exceed thirty (30) days.

Upon request, an employee shall be entitled to union representation during all meetings where disciplinary action may be imposed.

13.4 The employee shall be provided a copy of any such written disciplinary action issued and shall

initial the file copy which will be placed in the employee's official personnel file. Disciplinary reports or other records of disciplinary action which are more than two (2) years old shall not be used against an employee, said discipline report may be removed upon request of the employee.

ARTICLE 14
NEW, MERGED OR ABOLISHED JOB CLASSIFICATIONS

14.1 The Board shall promptly notify the Union of its decision to (1) establish a new job classification arguably within the unit or (2) merge or abolish job classifications if at least one is within the unit.

Upon request of the Union, the Board shall meet and discuss the above-named decision or the rate of pay as established by the District for the new or merged classification.

If the Union objects to the Board's established pay rate, it may appeal the Board's decision within thirty (30) days after said meeting to Step V of the Grievance Procedure.

14.2 The arbitrator shall review the Board's decision as to the pay rate of the job duties, by comparing it to the responsibilities and working conditions of other like, or if none, similar jobs within the unit and the labor market generally, provided that the sole issue for the arbitrator shall be whether or not the Board's decision was reasonable in light of the said factors. If the arbitrator determines that the Board was reasonable in light of said factors, he/she shall not overturn the Board's decision. The pay rate established by the Board shall remain in effect pending the arbitrator's decision. If the arbitrator's decision is to increase the pay rate for the classification, said increase shall be applied retroactively to the date the job was established.

14.3 The rate of pay for additional bargaining unit work resulting from the Routine Task Reduction Plan or "flexible schedule" will be handled according to Section 14.1 and/or 14.2 above.

ARTICLE 15
FILLING OF VACANCIES

15.1 All permanent vacancies for unit positions shall be posted on the bulletin boards at each District location and electronically on all District and conference sites for a period of five (5) working days. The posting shall state the position, pay rate, brief job description, work location and name of the contact person who can fully describe the position. Any non-probationary bargaining unit employee who possesses the necessary qualifications to perform the job as set forth on the job posting may bid on a vacancy.

If only one employee bids on a vacancy, that employee shall be awarded the position, provided that in the Board's discretion the employee has the necessary qualifications, skill, training, work record, knowledge and ability to satisfactorily perform the job. If two or more employees seek the same vacancy, preference will be given to the most senior, provided that in the Board's discretion the employees involved have relatively equal qualifications and work records and relatively equal skill, knowledge, training and ability necessary to perform the job. It is recognized that qualifications shall include the employee's overall attitude and willingness to cooperate. Preference for vacancies shall be given to current employees over outside applicants or other non-bargaining unit applicants, provided that the current employee has the necessary qualifications, skill and ability to satisfactorily perform the job. If the Employer determines that it is necessary to interview applicants, internal applicants shall be interviewed first. All internal applicant interviews shall be conducted no later than ten (10) working days after the internal posting closes.

Written notification of the award will be given to employees who have requested consideration for the posted position. Notification of rejection will state reasons for not qualifying for the position, when requested by the employee.

Subject to the above, job vacancies shall be filled in the following order of priority:

To qualified employees, qualified employees on a recall listing from layoff status or qualified employees who have notified the Board of their intent to return from an approved leave of absence and who will be available for work on the date requested by the Board.

If any vacancies occur after the close of the regular school year and before the opening of the next regular school year, notice of such vacancies will be mailed to employees who provide a self-addressed envelope(s) to the Building Principal or Assistant Superintendent for Human Resources prior to the close of the school year.

New or promoted employees, or employees who take a different job within the bargaining unit, shall be oriented as to the duties and responsibilities of the position, including but not limited to, equipment, line of supervision, and procedures. If possible, a resigning employee will train her/his replacement before her/his departure.

15.2 Trial Period

Any employee who bids on and is awarded a position shall be entitled to a trial period not to exceed thirty (30) calendar days for purposes of evaluation. Where a determination is made by the District during the trial period that the employee is not capably performing the job, the District shall take the following action in order of priority:

A. The District shall counsel said employees, specifying deficiencies in the employee's work performance, and give the employee an opportunity to correct such deficiencies.
B. Return the employee to her/his former position if vacant or occupied by a temporary employee; or
C. If the former position has been permanently filled, place the employee in a comparable available position; or
D. If no position is available, the employee shall be laid off.

Up until the fifteenth (15th) calendar day of said trial period, the employee may, should she/he desire, return to her/his former position where said position has not been permanently filled or where said position is occupied by a temporary employee.

15.3 Due to the personal and subjective nature of Special Education Assistant assignments, it is vital that some input from Special Education Assistants be sought prior to assignments. Two (2) weeks prior to the close of each school year, Special Education Assistants may, in writing to the Special Education Department Chair, submit up to three (3) preferences for classroom assignments. In determining classroom assignments, the District shall consider those employee preferences. Preferences which meet the needs of the District as determined by the administration shall be granted.

ARTICLE 16
TEMPORARY ASSIGNMENT

In the case of an emergency or where conditions may temporarily require it, the District may temporarily assign an employee from one job to another for no more than thirty (30) calendar days

except that when an employee replaces another on a vacation or leave of absence or absence for illness or injury, such transfer shall be considered temporary up to a maximum of the duration of said leave. By mutual agreement, said time limits may be extended. Thereafter, the vacancy shall be considered permanent and shall be filled in accordance with Article 15 of this Agreement.

An employee who is directed to perform and does perform substantially all of the duties and responsibilities of a higher paying job to the satisfaction of the District shall, after performing said duties for five (5) consecutive work days, be paid at her/his current step in the new job classification to which she/he has been assigned. An employee who qualifies for a higher rate shall receive such rate for the entire period retroactive to the first day of said assignment. In the event an employee is directed to perform and does perform the duties and responsibilities of a lower paying position than her/his regular position, she/he will not be required to take a reduction in pay. For the purposes of calculating payment under this Article, any assignment of less than one-half day shall be considered one-half day and any assignment of more than one-half day but less than a full day shall be considered a full day. The District shall not split duties or rotate or reassign other employees to the position in order to circumvent the payment provisions of this Article.

ARTICLE 17
WORKING CONDITIONS

17.1 Inclement Weather

In the event the District cancels all or part of the work day because of extreme weather conditions, employees at the affected work sites shall be given the time off at their regular straight-time rate of pay. Employees who are required to work shall be paid at the rate of time and one-half their regular straight-time rate of pay for all hours worked.

17.2 Early Dismissal

When students are dismissed from school early, an employee, at the discretion of her/his immediate supervisor, may be assigned work for the remainder of the work day. In the event such work is not assigned, the employee may request to either leave work early without pay or leave work early without docked pay by arranging to make up those hours missed at a time acceptable to the supervisor.

17.3 Equipment

Prior to the purchase of any major office equipment to be used by bargaining unit employees, the Board will make a reasonable attempt to notify the Union of the proposed purchases and offer a reasonable opportunity for comment, provided that the final decision on all purchases remains with the Board. Employees shall be given adequate training on equipment during their regular work hours on paid status. Upon supervisor request, additional training or staff development training after normal work hours shall be paid at the appropriate overtime rate.

17.4 Assignments

Bargaining unit employees will not be required to perform certified teachers' work unless such employee is a certified teacher. Any employee performing such work shall receive for those hours worked the difference between her/his regular rate of pay and the then applicable rate of pay for an in-school substitute.

In the event of the absence or unavailability of the registered nurse, the District may assign a bargaining unit employee to perform the routine duties of the nurse, provided that no employee shall be expected to render a medical judgment for which she/he does not have the necessary medical training and/or expertise.

17.5 The Union shall select two at-large representatives to serve, on an annual basis, on the District

87Staff Development Steering Committee. The representatives shall participate in the planning of District87 staff development activities in concert with the Director of School Improvement. The Union and Board endorse the concept of employee development and training and agree to discuss these topics at Labor-Management meetings. The Union may submit proposals for in-service training to address specific needs of bargaining unit employees. The Director of School Improvement or designee(s) and appointed Union representative(s) shall meet during the spring to set up a staff development schedule for the school year. The designated staff development time may be utilized for either inter-building or intra- building in-service activities. The Board shall continue its policy of decision-making on a case by case basis with respect to reimbursement for tuition, materials, transportation, if applicable, and time off for job-related seminars and courses.

17.6 Each bargaining unit employee shall receive a copy of her/his job description. As a courtesy, the Employer shall notify the Union and affected employee of significant changes in her/his job description and discuss such changes at least ten (10) days in advance of its effective date.

17.7 Study Hall Class Size Guidelines

It is agreed:

1. When enrollment in a study hall reaches eighty (80) students, an Adult Supervisor will be added upon request of the Study Hall Supervisor.
2. When enrollment in a study hall reaches one hundred twenty (120) students, an additional Study Hall Supervisor will be added, and, if feasible, the study hall of one hundred twenty (120) students will be divided.
3. Student enrollment totals will be based upon the actual number of students in attendance that are regularly and temporarily assigned to that study hall for other reasons, such as driver education, athletic excuses or medical excuses.
4. The Assistant Principal in charge of scheduling in each building will be responsible to provide and supervise an in-service program for aides each year. Experienced study hall aides and Deans will participate in these in-service activities.
5. Good faith efforts will be made to hire additional aides and staff as needed in a timely and expedient manner.
6. The job title that will be assigned to these duties will be Study Hall Supervisor and will be included in the Special Education/Music/Computer Lab Assistant category.

ARTICLE 18
PERFORMANCE REVIEWS

The purpose of an employee evaluation is to determine the past and to improve the future quality and effectiveness of employee performance.

The immediate supervisor or designee in his/her absence shall, where practicable, evaluate employees on the performance of their duties and responsibilities and their effectiveness using uniform forms and criteria for such evaluations. Other district representatives may also evaluate the employee. All new employees are to be evaluated by April 1 of the school year in which they are first employed. Non-probationary employees shall be evaluated at least once every two (2) years or more often as deemed necessary by the immediate supervisor. The employee will receive a copy of each evaluation for which she/he will sign to indicate only that she/he has received it. If an employee disagrees with the evaluation, she/he may write a rebuttal. A copy of the evaluation form shall be placed in the employee's personnel file. If a performance problem(s) is/are identified, the immediate supervisor shall offer suggestions, where possible, to aid the employee in resolving the problem(s). Evaluations shall be fair and accurate, and as objective as possible. Evaluations shall be limited to factors relating to the

employees work performance as found in the evaluation instrument.

The parties shall appoint a committee comprised of eight (8) individuals, four (4) representatives designated by the Union and four (4) representatives designated by the employer. The parties shall meet within ninety (90) days following the ratification of this agreement and at mutually agreeable times thereafter. The duties of the committee will be to create a mutually acceptable performance evaluation instrument and to improve the existing evaluation process.

If areas of remediation are identified, follow-up evaluations may be conducted to determine compliance or non-compliance with the areas of remediation.

ARTICLE 19
PERSONNEL FILES

The District shall maintain an official personnel file for each employee at the District office. Employees and/or a union representative shall have the right, upon written request of the employee, to have access to all non-confidential information contained in the official personnel file and may obtain a copy of all such non-confidential information contained in the personnel file. The District may charge the employee for the cost of duplication. The time of such review shall be mutually agreed to by the parties.

No material critical of the performance of the employee may be placed in the file without giving a copy to the employee promptly. The employee shall initial the file copy to show receipt thereof. No discipline or adverse employment action shall be based on information contained in the employee's official personnel file but not made available upon inspection of the file.

Neither an employee's personnel file nor any of its contents will be copied or otherwise made known to anyone without the employee's written permission, provided, however, such file will be available to the Board, an administrator or designee, or as may be required under Federal or State law or by any court or any agency having proper jurisdiction or under subpoena.

ARTICLE 20
DUES CHECK-OFF AND FAIR SHARE

20.1 The District, 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 semi-monthly basis to the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the District and the Union during the fifteen (15) day period prior to the expiration of the Union Agreement. The Union shall indemnify, defend and hold the Board harmless against any and all claims, demands, actions, complaints, suits or other forms of liability, including damages, attorneys' fees and court and other costs, that shall arise out of, or by reason of action taken or not taken by the District in reliance upon employee payroll deduction authorization cards submitted by the Union to the District.

The District shall provide to the Union within thirty (30) day the name, address, worksite, classification, rate of salary and starting date of any new employee hired into the bargaining unit.

It is further agreed that thirty (30) days after the later of the execution of this Agreement or the employee's date of hire, the District shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted.

Upon receipt of such certification, the District 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 and their work locations.

It is understood that the amount of deduction from said non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

20.2 Nothing in this Agreement shall be inconsistent with Section 11 of the Illinois Educational Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

Each employee who on the effective date of this Agreement is a member of the Union and each employee who becomes a member after that date, shall, as a condition of employment, maintain her/his membership in good standing in the Union during the term of this Agreement.

All employees who are not members of the Union shall be required as a condition of employment, thirty (30) days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Any change in the amount of dues to be deducted or fair share fees to be withheld shall be communicated to the District by the Union at least fourteen (14) days prior to the effective date of such change.

20.3 The District agrees to deduct from the pay of those employees who individually request it, P.E.O.P.L.E. contributions, provided the District's payroll procedures and equipment permit it to do so.

Such deductions shall be remitted to the Union semi-monthly along with a list of the name, social security number and amount of deduction of each employee for whom a remittance is being made.

ARTICLE 21
MISCELLANEOUS

21.1 Records

a. Employees, upon written request, shall have the right to review, in the presence of a District representative, his/her time pay records. The time of said review shall be on non-work time unless the District and the employee mutually agree otherwise.b. All public records of the District shall be available for inspection upon written request by theUnion.

21.2 Liability Insurance

The Board shall provide liability insurance to protect and indemnify all employees in accordance with provisions of Section 10-22.3 of the School Code.

ARTICLE 22
NO STRIKES—NO LOCKOUT

22.1 The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect union or third party conduct), work stoppages,

slowdowns, picketing against or because of any dispute, disagreement or issue involving any District 87 school, the Board or any administrative office of the Board, delays of work or interference with work of any kind, for any purpose whatsoever, whether or not in protest of matters or actions covered by this Agreement.

22.2 The Union agrees that it will use its best efforts to prevent any acts forbidden in this Article and that in the event any such acts take place or are engaged in by any employee or group of employees, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union, in addition to instructing employees to immediately cease such activity, the Board agrees that it will not bring action against the Union to establish responsibility for such authorized conduct.

22.3 The Board may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this Article.

22.4 The Board will not lock out bargaining unit employees during the term of this Agreement.

ARTICLE 23
COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which preceded 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. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement supersedes and cancels all prior practices and agreements whether written or oral, unless expressly stated to the contrary herein. However, prior to changing any past practice, the Board shall give the Union reasonable advance notice and, upon request, shall meet with the Union to discuss the change. Except as may be stated in this Agreement, each party 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 in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement. Should any part of this Agreement or any provision herein be determined to be contrary to law, all other provisions shall remain in full force and effect. Upon request of either party, the parties shall attempt to renegotiate the invalidated provision(s) or parts thereof, within a reasonable period of time.

ARTICLE 24
TERMINATION

This Agreement shall be effective as of July 1, 2016. and shall remain in full force and effect from said date to June 30, 2021, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least sixty (60) days and not more than ninety (90) days prior to the termination date or anniversary thereof, either party gives written notice to the other by Certified Mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement. In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given, the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request.

This Agreement is signed this 18th day of August, 2016.
In witness thereof:

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO (AFSCME) COUNCIL 31, LOCAL 1970

FOR THE BOARD OF EDUCATION, SCHOOL DISTRICT 87 DUPAGE COUNTY ILLINOIS

APPENDIX A
SECRETARIAL/SPECIALIST/PARA-PROFESSIONAL STAFF

Categorical Assignments shall be as follows:

General Secretary	Building Attendance Office Clerk Building Switchboard Receptionist Building Library Clerk Building General Office Clerk Building Teacher Production Room Secretary
Instructional Supervisor	Special Education Assistant Computer Lab Assistant Science Lab Assistant Music Accompanist Study Hall/In School Suspension Supervisor Career Resource Center Assistant Instructional Assistant/Lunch Intervention Instructional Assistant/Math
Administrative Secretary	Secretary to Dean Secretary to Guidance Director Secretary to A-V Director Secretary to Nurse Library Secretary
Assistant Principal Secretary	Secretary to Assistant Principal/Student Services Secretary to Assistant Principal/Instruction Secretary to Assistant Principal/Operations Secretary to Assistant Principal/Athletics Building Substitute Coordinator
Specialist	Building Bookkeeper Building Registrar Building Bookstore Manager District Accounting District HR Secretary/Switchboard District Secretary to Director of Special Education District Secretary to Director of Buildings and Grounds Special Education Secretary
Tech Specialist	District Data Specialist (Formerly Building Data Entry Specialist) Building Technical Support

APPENDIX B

Wages for school years 2016-2017 through 2020-2021

- 2016-2017 School Year 8% increase to the 2015-2016 hourly wages
- 2017-2018 School Year 3% increase to the 2016-2017 hourly wages
- 2018-2019 School Year 3% increase to the 2017-2018 hourly wages
- 2019-2020 School Year 5% increase to the 2018-2019 hourly wages
- 2020-2021 School Year 5% increase to the 2019-2020 hourly wages

STARTING WAGES FOR EACH CATEGORY

Contract Year	General Secretary	Instructional Supervisor	Administrative Secretary	Assistant Principal Secretary	Specialist	Tech Spec
2016-2017	11.47	12.08	12.68	13.02	13.29	16.89
2017-2018	11.77	12.38	12.98	13.32	13.59	17.19
2018-2019	12.07	12.68	13.28	13.62	13.89	17.49
2019-2020	12.57	13.18	13.78	14.12	14.39	17.99
2020-2021	12.87	13.68	14.28	14.62	14.89	18.49

Memorandum of Agreement

Between

AFSCME Council 31, for and on behalf of its L-1970

And

The Board of Education, Glenbard Township High School District 87

When the schools return to in-person hybrid learning, the Board will require surveillance screening via saliva samples for all in-person staff. The parties have reached the following agreement on the impact upon bargaining unit employees of this requirement:

1. Bargaining unit employees will be given the opportunity to be tested at another location and the test results must be furnished at the same time that results are received from employees tested on campus. This employee choice will be at no cost to the District.

2. Should an employee wish to work remotely rather than be tested, the Administration will make a good faith effort to allow the employee to work remotely. If remote work is unavailable, the employee will have to be tested in order to work in-person.

3. Upon a bargaining unit employee's first refusal to test, the Administration will contact a union representative and will arrange a virtual meeting to discuss with the employee the importance of testing and any alternative options. After this meeting, a continued refusal to test will result in discipline.

Carla Williams
AFSCME, Council 31, Local 1970

Date: January 26, 2021

Judith Weinstock
Glenbard High School District 87

Date: January 25, 2021

G:\WP51\COMMON\SD0\SD087D\AGR\AFSCME MOA.docx