

# **Agreement**

**between**

**The Board of Education of  
Tinley Park Community Consolidated School District 146**

**and**

**Service Employees International Union**

**Local 73**

**Custodial and Maintenance Employees**

**Contract**

**July 1, 2019 through June 30, 2024**

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## **ARTICLE I RECOGNITION OF THE UNION**

**Section 1 – Recognition:** The Board of Education of Community Consolidated School District 146, Cook County, Illinois (hereafter referred to as the “District”) hereby recognizes the Service Employees International Union, Local 73 (hereafter referred to as the “Union”) as the sole and exclusive bargaining representative for the purpose of negotiating wages, hours, terms and conditions of employment for all full-time and part-time Custodial and Maintenance Employees, including any and all other titles within the Service and Maintenance Department (Case No. 2016-RC-0002-C), excluding all supervisors, managers, confidential, and short-term employees as defined by the *Illinois Educational Labor Relations Act*.

### **Section 2 – Definitions:**

- a. **“District”** as used herein shall mean Community Consolidated School District No. 146.
- b. **“Board”** as used herein shall mean the Board of Education of the District.
- c. **“Administration”** as used herein shall mean the District Superintendent, Director of Business Services/CSBO, HR Specialist, Director of Buildings and Grounds, Principals, and Assistant Principals.
- d. **“Employees”** as used herein shall mean a bargaining unit employee employed by the Board in a position described in Section 1 of this Agreement.
- e. **“School Year”** as used herein shall mean the period beginning with the first day and ending with the last day that school-year employees are required to be in attendance as established by the approved school calendar.
- f. **“Union”** The term “Union” shall indicate the Service Employees International Union Local 73 as the sole and exclusive bargaining representative.

**Section 3 – Gender:** Unless the context clearly indicates otherwise, wherever the male or female gender is used in this Agreement, it shall be construed to include both males and females equally.

## **ARTICLE II CHECKOFF OF UNION DUES**

**Section 1 – Union Dues:** The District agrees to uniformly deduct the regular monthly dues required as a condition of continued Union membership from the wages of employees who become or are Union members, and shall remit the dues to the Union each month, provided the employee signs and submits to the District a written authorization to deduct Union dues. The Secretary-Treasurer of the Union or his/her designee shall certify to the District the amount of Union dues and initiation fees, which shall be uniform for all employees.

**Section 2 – Fair Share:** In the event the Supreme Court of the United States overturns its ruling in *Janus v. AFSCME*, 138 S.Ct. 2448 (2018), making fair share fees constitutional, the parties will reopen this Agreement for the limited purpose of discussing language concerning the Board's deduction of fair share fees. No other provisions of this Agreement will be discussed or modified.

**Section 3 - Indemnification:** The Union shall indemnify the District and hold it harmless against any and all claims, demands, suits, legal costs or forms of liability, monetary or otherwise, arising out of, or by reason of, any action taken by the District at the direction of the Union for the purpose of complying with the provisions of this Article.

### **ARTICLE III UNION RIGHTS AND RESPONSIBILITIES**

**Section 1 – Labor-Management Meetings:** The Superintendent or designee shall meet at mutually agreeable times, during non-work hours, with representatives of the Union for Labor-Management meetings on a quarterly basis or as otherwise agreed upon. Additional meetings to discuss special circumstances may be held if mutually agreed upon by both parties.

**Section 2 – Use of School Equipment, Mail, and Bulletin Board:** The Union shall have the reasonable use of photocopy machines, computers, and communication systems, including email and bulletin boards, for the conduct of its business as long as there is no interference with the normal operation of the school, does not occur during employee work hours, and complies with the District's acceptable technology use policy.

**Section 3 – Use of Building:** A non-employee Union Representative shall have the right to access and use District facilities for the purpose of conducting Union business related to the Bargaining Unit provided that:

- a. A request is made to the District Business Office at least two (2) calendar days in advance of the meeting;
- b. Sufficient space is available for the meeting during non-work hours; and
- c. The meeting neither interferes with the educational programs of the District or conflicts with District events.

**Section 4 – Copy of Agreement:** Within a reasonable period of time after the ratification of this Agreement by both parties, the District shall provide each employee, including new hires, with a copy of the Agreement. The parties agree that the cost of duplicating copies of the Agreement will be the responsibility of the Union. The District shall provide an electronic copy of the Agreement and post it on the District's website.

**Section 5 – List of Employees:** Upon written request, the Union shall be supplied with a current list of all bargaining unit employees. Such list shall include each employee's home address, date of hire, and rate of pay, classification, work location, work and personal telephone number, if available. The

names and addresses of new employees shall be given to the Union Representative or designee within ten (10) working days following Board action.

**Section 6 – Meetings:** The Union will be allowed to hold a Union meeting for one (1) hour on days when students are not in attendance or on early dismissal days. The District will allow employees to flex their schedule in order to be in attendance, provided the travel time and meeting are unpaid.

**Section 7 – New Employees:** The District will include on all bargaining unit job postings that the position is a Union position. The Union Representative will be notified via email at the time of hire, and the Representative shall be given the opportunity to meet with the new employee on non-work time, if the Union elects to do so. The District shall distribute any Union information provided by the Union to newly-hired employees when they first meet with Human Resources for orientation. In addition, the District will provide newly-hired employees with a copy of the Union Agreement.

**Section 8 – Stewards:** The Union will notify the District of the names of the Union Stewards. When Union-related business is scheduled by the District during the Stewards' work hours, the Union Stewards shall be allowed to conduct Union business during these work hours without loss of pay after notifying their immediate supervisor. Union business may consist of grievance meetings, District investigations of employees, and Labor-Management meetings.

#### **ARTICLE IV NO STRIKE AND NO LOCKOUT**

**Section 1 – No Strike/Job Action:** During the term of this Agreement, no employee covered by this Agreement, nor the Union, nor any person acting on behalf of the Union shall engage in a strike, concerted slowdown, or any other unlawful concerted activity designed to disrupt the operation of the District. The Union will not impose any duty or obligation on any employee to conduct, assist or participate in the aforementioned activities. Any employee participating in such activity is subject to immediate dismissal, if the employee has been notified by the DHR or his/her designee that his/her conduct is illegal and he/she still does not comply with the terms of this section.

**Section 2 – No Lockout:** No lockout of employees shall be instituted by the District during the term of this Agreement.

#### **ARTICLE V GRIEVANCE PROCEDURE**

**Section 1 – Definitions:**

- a. A grievance shall consist of any complaint by an employee that is accepted by the Union or a claim of the Union itself that there has been a violation or misinterpretation of any of the express terms of this Agreement.

- b. As used in this Article, the term “days” shall mean days on which the District Business Office is open.

## **Section 2 – Grievance Process:**

- a. Informal Conference

Prior to the filing of a formal grievance, a complaint shall first be discussed with the Superintendent or designee in a pre-grievance meeting with the object of resolving the matter informally.

- b. Formal Procedure

**Step 1 – Director/Principal:** If not resolved through informal conference with the Superintendent or designee, the Union shall present the employee’s grievance in writing to the employee’s Director of Buildings & Grounds and the supervisor Principal. The grievance shall set forth the facts of the grievance, the section or sections in the Agreement allegedly violated, and the remedy requested. Such grievance shall be submitted within 12 days of the occurrence of the grievance. The Director shall arrange for a meeting to take place within five (5) days after receipt of the grievance. Within five (5) days after completion of the conference, the Director shall give his/her decision and reasons to the grievant/Union in writing.

**Step 2 – Superintendent Level:** If a satisfactory agreement is not reached at Step 1, the grievant may appeal to the Superintendent (or his/her designee) in writing within ten (10) days after the grievant has received the decision of the Director of Buildings & Grounds and Principal. The Superintendent (or his/her designee) shall hold a meeting within ten (10) days after the receipt of the appeal, and a written decision shall be rendered by the Superintendent or his/her designee within five (5) days after the conference.

**Step 3 – Board of Education Level:** If the grievance is not resolved in Step 2, the grievant may refer the grievance in writing to the Board of Education within ten (10) days after the receipt of the Step 2 answer. No later than thirty (30) days after receipt of the appeal, the Board shall meet to hear the grievance. Within ten (10) days after completion of the grievance appeal meeting, the Board will give its opinion and reasons to the grievant/Union in writing.

**Step 4 – Arbitration:** If the Union is not satisfied with the disposition of the grievance at Step 3, the Union may submit the grievance to binding arbitration. If the written demand for arbitration is not filed with the Superintendent within twenty (20) days of the date of Step 4 answer, then the grievance shall be deemed withdrawn.

The arbitration shall be conducted by an arbitrator to be selected by the two parties within ten (10) days after said notice is given. If the two parties fail to reach agreement on an arbitrator within the above ten (10) day period, the American Arbitration



Association will immediately be requested to provide an arbitrator in accordance with the voluntary labor arbitration rules of said Association. The decision and/or award of the arbitrator will be binding upon the parties.

**Section 3 – Scope of Arbitration:** The arbitrator shall consider and decide only the specific issue submitted to him/her in writing and shall base the decision upon his/her interpretation of the meaning or the application of the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. If no joint written stipulation of the issue is agreed upon by the parties, the arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing in prior steps of the grievance procedure. The arbitrator shall have no authority to make a recommendation on any issue not so submitted or raised. The arbitrator shall be without power to make recommendations contrary to or inconsistent with any applicable laws or rules or regulations of administrative bodies that have the force and effect of the law.

**Section 4 – Cost of Arbitration:** Each party shall bear the cost of its representation. The cost of the arbitrator and AAA shall be divided equally between the parties. If either party requests a transcript of the proceedings, that party shall bear the full cost of the transcript. If both parties order a transcript, the cost of the transcripts shall be divided equally between the District and the Union.

**Section 5 – General Provisions:**

- a. Work Hours: If a grievance meeting is held during the work hours of the grievant and the grievant's representative, both employees (if District employees) shall be excused from their work assignments, with pay, in order to attend the grievance meeting. In the event that an evening shift employee is scheduled for a grievance meeting and that meeting would take place outside of his/her normal work hours, the employee will be paid his/her straight time hourly rate of pay while attending the grievance meeting. Employees required by the District to attend an arbitration hearing during their working hours shall be excused from work with pay.
- b. Bypass Steps: If a grievance arises from the action of an authority higher than the immediate supervisor, the Union may present such a grievance at the appropriate steps of the grievance procedure.
- c. Right to be Present: The employee and his/her Union representative have the right to be present at all steps of the grievance process.
- d. Copies: At the request of the grievant or his/her Union representative, the District shall provide copies of all documents relied upon by the Administration prior to Step 1 of the grievance procedure.
- e. Failure to Appeal: The failure of the grievant or the Union to act within the time limits set forth shall preclude further appeal of the grievance. Upon failure of the District to

meet the time limits prescribed in this Article, the grievance shall be advanced to the next highest level.

- f. Extensions: All time limits may be extended by mutual agreement between the parties.

## **ARTICLE VI PERSONNEL FILE**

**Section 1 – Personnel File:** The District shall maintain only one (1) official personnel file for each employee, and such file shall be the property of the District.

**Section 2 – Right of Access:** Employees shall have the right of access to their personnel files as provided for in the *Illinois Personnel Record Review Act*.

**Section 3 – Placement of Material in File:** No disciplinary material shall be added to an employee's file without notifying the employee. The employee shall be asked to sign and date the material. The signature indicates that the employee has read the materials; however, it does not imply agreement with its content. If the employee refuses to sign and date the copy, a notation to that effect will be placed in the employee's file with the material. After a period of two (2) years following disciplinary action, an employee may request of the Superintendent that disciplinary material be removed from his/her personnel file. The Superintendent may grant or deny the request in his/her sole discretion. An employee may not request removal of disciplinary material more than once annually. However, the Superintendent's response shall be in writing and, if the request is denied, a reason why it was denied will be provided to the employee.

**Section 4 – Right of Copy:** Each employee shall have the right to copy, at his/her own expense, any or all file material, exclusive of excepted materials under the *Illinois Personnel Record Review Act*.

**Section 5 –Right of Attachment:** Each employee shall have the right to have dissenting or explanatory material attached to any document on file, and such material shall become an official part of the employee's personnel file.

## **ARTICLE VII JOB DESCRIPTIONS**

**Section 1 – Job Description:** A job description for each position in the bargaining unit shall be developed by the District and maintained by the Human Resources Department. In the event the job description is revised, the affected employee shall receive a copy of the revised job description.

**Section 2 – Positions:** In the event the District changes the job description for a position currently defined in the bargaining unit, the District shall forward the changed job description to the Union. The Union may request a meeting to discuss the changes and determine the impact to the bargaining unit. Once discussions have concluded between the District and the Union the affected employee(s) will be notified.

In the event the District creates a position that is new to the bargaining unit or a position that contains a significant amount of bargaining unit work along with non-bargaining unit duties, the District shall forward the new job description and classification to the Union. Once the Union receives the new job description, the Union may request to negotiate the impact of the new position on the bargaining unit. The Union will be given a copy of the vacancy notice for any new position prior to posting.

## **ARTICLE VIII JOB POSTINGS**

The Union and employees shall be notified electronically, prior to filling positions on a permanent basis, of all permanent District vacancies in the bargaining unit as established by the Board. The District shall post such vacancies on the District employment website. Employees interested in such positions shall submit their applications electronically to the Superintendent or designee. If there is a vacancy in a classification covered by this Agreement which the District is seeking to fill on a permanent basis, notice of the vacancy shall be posted on the District's website for a period of no less than five (5) working days. Prior to interviewing outside candidates, the District will review all internal applications submitted by bargaining unit employees. The District will notify all employees who have submitted written requests to be considered for an open position of the District's intent to interview or not to interview the employee for the vacancy before the Board fills the position. Nothing herein shall require the District to fill any vacancy; however, in making such decision the District will not back fill bargaining unit positions with contracted or temporary employees during the term of this Agreement.

Permanent vacancies shall be filled only after employees with recall rights following a reduction-in-force have been offered any vacant position for which they are qualified pursuant to the provisions of Article X, Section 2, below.

## **ARTICLE IX SENIORITY**

**Section 1 — Definition of Seniority:** Seniority shall be defined as the length of consecutive service in the District within the respective category of bargaining unit position and shall accumulate from the date of original hire in that respective category. The original date of hire shall be deemed to be either the first day worked in that category or the Board's employment approval date, whichever occurs first. In the event of any ties in seniority, then the total duration of an employee's continuous consecutive years of service in the District, regardless of category of position, shall be used to determine seniority ranking. If a tie still exists, then total years of non-consecutive service in the District shall be used as the deciding seniority factor.

In the initial year of employment, any employee whose start date is prior to January 1 shall earn one (1) full year of seniority credit. An employee whose initial start date is January 1 or later shall not earn seniority credit for that year. Employees shall earn one (1) year of seniority credit for each year worked in the District. An employee does not accrue seniority while on an unpaid leave of absence (excluding FMLA leave for eligible employees) or while on recall. During the first year

of employment, benefit time accruals shall be based upon the employee's date of hire; thereafter, accruals shall be front-loaded on July 1<sup>st</sup>.

The District shall maintain separate seniority lists for full and part-time employees, categorized by positions. Annually, but no later than January 15, the District shall post seniority lists for employees and provide a copy to the Union. Employees shall be afforded at least five (5) work days to submit corrections to the seniority list to the Superintendent or designee; no further corrections to the list shall be made until the following year. Employees who are absent during the corrections time period may contact the Superintendent upon their return to submit changes. Final copies of the seniority list shall be prepared by each February 1<sup>st</sup> for posting, with a copy provided to the Union.

The seniority categories for employee bargaining unit positions shall be as follows:

- Custodian
- Custodian (Part-Time)
- Maintenance
- Supervisor/Custodial Crew Leader
- Food Service Driver
- Food Service Driver (Part-Time)

Any employee who moves to a new position within a different category shall maintain seniority in the original position category but shall not accrue any further seniority in that category. In the new position category, the employee must begin to accrue seniority anew (i.e., the employee does not carry over the years of seniority from the prior position).

**Section 2 -- Probationary Period:** The probationary period for newly hired employees shall be four (4) months in duration from the first of employment, which will exclude injury or illness leaves. The District may extend the probationary period for an additional sixty (60) days; however, the Union will be notified prior to any extensions and given the reason why the extra time is needed. During the probationary period, an employee is subject to discipline, including discharge, without cause and without recourse to the grievance and arbitration procedure. Upon successful completion of the probationary period, the employee shall be entitled to seniority retroactive to the date the employee commenced the successfully completed probationary period. There shall be no seniority among probationary employees.

**Section 3 --Termination of Seniority and the Employment Relationship:** Seniority and the employment relationship shall be terminated for all purposes if the employee:

- (a) quits;
- (b) is dismissed;
- (c) retires;
- (d) fails to report to work at the conclusion of an authorized leave of absence or vacation;
- (e) is laid off and fails to affirmatively respond within ten (10) work days after receipt of notice of recall;
- (f) is laid off for a period of one (1) year or the length of service, whichever is less;

- (g) is absent for three (3) consecutive working days without notifying the Board and without showing reasonable cause for failure to so report.

## ARTICLE X REDUCTION-IN-FORCE

**Section 1 -- Reduction-in-Force:** If a full-time employee is laid off or the hours he/she works are reduced as a result of a decision by the Board to decrease the number of employees or to discontinue some particular type of educational support service, the following provisions shall apply:

- a. Written notice shall be mailed to the employee and also given to the employee, as required under the *School Code*, at least thirty (30) calendar days before the employee is laid off or the hours are reduced, together with a statement of honorable dismissal and the reason for the reduction-in-force.
- b. The employee with the shorter length of seniority in the District within the respective category, as calculated under Article IX, Seniority, above of this Agreement, shall be dismissed first.
- c. An employee who is subject to layoff and who has prior District experience in another seniority category may displace the least senior employee in the category he/she formerly held, provided he/she has the necessary present skills, abilities, and qualifications for such positions.
- d. Employees subject to layoff may apply and be considered for vacant positions within the District, if they possess the skill, ability, and qualifications to perform the position.

**Section 2 -- Recalls:** If the Board has any vacancies in a category within the bargaining unit for the following school term or within one (1) calendar year, the positions becoming available within a specific category shall be tendered to the employees with recall rights in reverse order of layoff from that category, provided they are qualified to hold such position.

- a. Notice of recall shall be sent to an employee by certified mail (return receipt requested) to the employee's last known address. It shall be the responsibility of the employee to keep his/her address current by providing the Human Resources Office with the necessary information.
- b. The employee being recalled must notify the Board in writing, within ten (10) calendar days of receipt of the offer, of the acceptance or rejection of any vacant position tendered to the employee during the recall period.
- c. Any employee who fails to notify the Board of his/her acceptance or rejection of an offered position within the time lines set forth above shall be deemed to have

waived his/her recall rights and will no longer be eligible for any other vacant positions that become available within the recall period.

- d. An employee who timely responds but declines the offered position shall remain on the recall list, but will be placed at the bottom of the list of the respective category.
- e. If an employee is released and recalled to a position within the legal recall period, the reduction-in-force shall not constitute a break in service with the District.

**Section 3 -- Effects of Layoff:** In addition to the other applicable provisions of this Article, the following provisions shall be applicable to employees who are laid off:

- a. Any employee who is laid off shall be paid all earned compensation on or before the payroll date following his/her last day of employment.
- b. Upon being recalled pursuant to the provisions of this Article, the accumulated and unused sick leave days that the employee had at the time of his/her layoff shall be restored.
- c. During the period of time that the employee has recall rights, the employee shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for employee coverage and, if desired, for family coverage.
- d. While the seniority of an employee who is laid off shall not be terminated if the employee is recalled under the provisions of this Article, seniority credit shall not accrue during the period of the layoff.

## **ARTICLE XI DISCIPLINE**

**Section 1 – Discipline:** If an allegation(s) or charge(s) of a substantive nature is brought against a non-probationary employee, the Superintendent may suspend the employee with pay until such time as the District concludes its investigation of the allegation(s) or incident(s) that led to the suspension.

The District agrees with the tenets of progressive and corrective discipline and that it shall not demote, discipline, or discharge non-probationary employees without reasonable cause.

In the event a non-probationary employee is to be disciplined by written reprimand or by paid or unpaid suspension, or terminated for disciplinary or failure to meet job performance\* reasons (i.e., not for lay off), the District shall provide the employee in writing with notice of the following:

- a. Reasons for the unpaid disciplinary suspension or employment termination;
- b. The date(s) and duration of the suspension or the effective termination date; and

- c. Notification of the employee's right to request a review hearing on the reasons for the discipline and/or termination before the Superintendent, with a representative of the Union, if the employee so elects.

Only unpaid suspensions of five (5) days or more or terminations of non-probationary employees may be grieved under Article V of this Agreement through the grievance and arbitration procedures. The Superintendent's decision on all other disciplinary appeals shall be considered final and is not subject to the grievance and arbitration procedures set forth in Article V of this Agreement.

**\* Failure to meet job performance expectations shall be verifiable through performance evaluations, verbal warnings, and written notices of correction.**

If an employee is suspended without pay and it is ultimately determined that there is no cause for discipline or that there is cause for a suspension without pay but for a period of time shorter than the time for which the employee has been suspended, the employee shall be reinstated and made whole.

**Section 2- Investigatory Conferences:** An employee shall be entitled to request that a Union representative be present at any investigatory conference held by the District which the employee reasonably believes may lead to his/her own discipline. The District will provide the employee with reasonable notice of the conference in order for the employee to contact a Union representative to attend the meeting.

A conference to discuss an employee's evaluation or the performance of the employee's normal duties, including fact gathering conference between a supervisors/administrator and an employee where there is no discussion of possible termination or suspension, shall not be construed as the discussion of a specific disciplinary action.

## **ARTICLE XII HOURS OF WORK AND OVERTIME**

**Section 1 -- Normal Work Day and Normal Work Week:** The normal work day for full-time custodial/maintenance employees shall be 8 consecutive hours (exclusive of an unpaid thirty (30) minute lunch period) and the normal work week shall consist of five 8-hour days.

**Section 2 -- Changes in Normal Work Day or Normal Work Week:** Should it be necessary to establish schedules departing from the normal work day or the normal work week or to change the shift schedule of any employee or employees for a week or longer (except for the summer), the District will give at least one (1) week advance notice of such change to all employees affected by the change. When two (2) or more employees within the same classification are affected by the change in work schedules and a volunteer cannot be secured, the employee with the least amount of seniority shall have his/her schedule adjusted first, prior to any employee with more seniority.

**Section 3 – Overtime Pay:** An employee shall be paid time and one-half (1½) times his/her regular straight-time hourly rate of pay for all hours actually worked in excess of forty (40) hours in the employee's normal work week. For the purposes of this Section, only hours actually worked count towards the 40-hour threshold, except for holidays (i.e., sick leave, personal leave, vacation, or jury service will not be considered to be hours actually worked). Any hours that are compensated as a stipend shall not be considered as hours actually worked for the purposes of this Section. The District shall not change an employee's shift to avoid the payment of overtime.

All hours worked on Saturday or Sunday shall be paid at time and one-half (1½), except if that weekend day is part of an employee's normal work schedule.

**Section 4 – Flex Time:** Employees with prior approval from their supervisor may flex their work shift by one (1) hour either at the beginning or end (e.g., employee scheduled to work 6:00 a.m. – 2:30 p.m. may work 5:00 a.m. – 1:30 p.m. or 7:00 a.m. – 3:30 p.m., etc.) of the work shift.

**Section 5 – Rest Periods:** Each employee shall receive two fifteen (15) minute breaks if scheduled to work five (5) or more hours per day. Employees who work less than five (5) hours per day will receive one (1) fifteen (15) minute break. Break times shall be scheduled at a mutually convenient time for the effective operation of the employee's department. Breaks can be used to extend lunch breaks only if approved by the employee's immediate supervisor.

**Section 6 – Lunch Period:** An unpaid, duty-free, lunch period shall be provided to all employees scheduled to work seven and one-half (7½) or more hours per day. The lunch period shall be scheduled during a mutually convenient time for the effective operation of the employee's department or office. If a supervisor requires an employee to interrupt his/her lunch period the employee shall either be given equivalent time off later in the day or paid for the time worked during his/her lunch period.

**Section 7 – Emergency Call Backs:** An employee who is called back to work after having gone home and outside the employee's normal hours of work (i.e., hours not contiguous to the employee's normal shift) to respond to an emergency, shall be paid a minimum of two (2) hours of pay, or for all hours worked, whichever is greater. Emergency call back situations that can be handled by phone will be paid a minimum of one (1) hour at the employee's straight time hourly rate of pay or for all hours worked, whichever is greater.

**Section 8 – Work Week for Payroll Purposes:** For payroll purposes, the work week shall begin at 12:01 a.m. on Saturday and end at 12 midnight on Friday.

**Section 9 – No Pyramiding:** Compensation shall not be paid more than once for the same hours under any provision of this Agreement.

**Section 10 – Reassignments:** An employee may request a reassignment to a different building or shift. The District will consider the employee's request to be reassigned based upon the information provided by the employee at the time of the request. If the District determines not to honor the employee's request for reassignment, then the District will provide the employee with written response.



**Section 11 – School Closures:** In the cases of school closure for any reason, employees are expected to report to work. Employees reporting to work will be paid at the rate of time and one-half (1½) for all hours worked, regardless of whether the employee has worked eight (8) hours in the work day or forty (40) hours in a work week. If a full-time employee is unable to report to work, the employee must use paid leave time. If a part-time employee is unable to report to work, the employee may use a paid leave day or an unpaid leave day, provided they have not exceeded the annual allotment of unpaid leave days.

## ARTICLE XIII LEAVES OF ABSENCE

### Section 1 -- Sick Leave:

- A. Full and part-time employees who work at least 600 hours per year shall be granted paid sick leave at the beginning of each year as indicated below. A work day equals the number of hours that an employee is scheduled to work. There shall be no limits on accumulation of unused sick days. The determination of the annual sick leave allocation shall be based on the employee's accumulated sick leave as of the last employee work day of the previous year.

Years of Service	Accumulation	Days Awarded
1-9	NA	12
10-14	110	12 + 1
15+	170	12+2

Sick leave shall be used in cases of personal illness, quarantine at home, serious illness or death of anyone residing in the household or immediate family, or birth, adoption, or placement for adoption. Immediate family shall be defined as spouse, children, parents, brothers, sisters, grandparents, great grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, or legal guardian.

- B. The Superintendent or designee may require a physician's certificate, at the Employee's expense, as a condition for paying sick leave after an Employee has been absent for three (3) consecutive days for personal illness, or as it deems necessary in other cases. If the Superintendent or designee requires a certificate during an absence of less than three (3) days or directs an Employee to undergo a physical examination after the initial medical examination required for employment, the District shall pay the expenses incurred by the Employee. Employees must provide, at their own expense, any medical verification required for a leave of absence (*School Code*, 24-5 and 24-6).
- C. Employees hired during the year shall have sick leave in proportion to the amount of time or part of the year for which they are employed.

**Section 2 – Leaves of Absence Without Pay:** A leave of absence without pay may be granted at the sole discretion of the Board for a maximum of one (1) year to non-probationary, employees who have rendered satisfactory service to the District and who desire to return to employment in the same or similar capacity at a time mutually consistent with the needs of the District as determined by the Board. Each leave of absence may be approved for up to a maximum of one (1) year for reasons acceptable to the Board. Upon return to work from an approved leave, employees will be placed in the same or similar position if available at the time of return. Refusal to accept the similar position will be considered means for termination.

Written requests for leaves of absence without pay should be made at least three (3) months before the leave is desired, subject to the approval by the Board. All requests should be submitted to the Superintendent.

**Section 3 – Jury Leave:** Employees called for jury duty or subpoenaed as a witness for District business shall turn over to the District business office evidence of participating in such court service, and no deduction shall be made from the employee's compensation because of such absence. Employees may keep their jury payment provided to compensate them for mileage, travel and/or food expenses.

**Section 4 – School Visitation Leave:** An employee who has worked at least six (6) months in the District and who is employed the equivalent of one half (.5) time or more in the position for which hired is entitled to eight (8) hours during any school year to attend school conferences or classroom activities related to the employee's child. The leave shall be approved only if the conference or activity cannot be scheduled during non-work hours. Employees requesting school visitation leave must provide written notice no later than seven (7) calendar days in advance, except in emergency situations, to their supervisors and must first use all accrued vacation leave, personal leave, compensatory leave, and any other leave that may be granted to the employee, except sick and disability leave. No more than four (4) hours of school visitation leave may be taken by an employee on any given work day.

**Section 5 – Insurance Coverage During Unpaid Leave:** If the District grants an employee an unpaid leave, said employee shall have the right to maintain insurance coverage as allowed under COBRA laws by paying each full applicable monthly premium.

**Section 6 – Family and Medical Leave Act of 1993:** Employees who have been employed by the Board for at least twelve (12) months, and have worked at least 1,250 hours during the preceding twelve (12) months, shall be eligible for medical and/or family leave in accordance with the provisions of the federal *Family and Medical Leave Act of 1993* ("FMLA"). Such leave shall be unpaid unless accumulated sick, personal, and vacation leave is available to an employee; any such available paid leave must be used concurrently with FMLA leave.

An eligible employee is entitled to FMLA leave for up to twelve (12) work weeks during a twelve (12) month period, as calculated under the "rolling" 12-month period measured backward from the date the employee uses any FMLA leave. Each time an employee takes FMLA leave, the remaining leave to which the employee is entitled would be any balance of the 12 weeks which has not been used during the immediately preceding 12 months.

Example 1: If an employee has taken eight (8) weeks of leave during the past twelve (12) months, an additional four (4) weeks of leave could be taken.

Example 2: An employee takes four (4) weeks of FMLA leave beginning February 1, 2016; four (4) weeks beginning June 1, 2016; and four (4) weeks beginning December 1, 2016. In this case, the employee would not be entitled to any additional FMLA leave until February 1, 2017. However, beginning on February 1, 2017, the employee would be entitled to four (4) weeks of leave; on June 1, 2017, the employee would be entitled to an additional four (4) weeks, and on December 1, 2017, an additional four (4) weeks of FMLA leave.

FMLA leave may be used for the following purposes:

- a. the birth of a child and to care for the newborn child, provided the leave is taken no later than twelve (12) months after the birth of the child;
- b. the placement of a child for adoption or foster care, provided the leave is taken no later than twelve (12) months after the placement of the child;
- c. the care of the employee's spouse, child or parent with a serious health condition;
- d. the treatment of a serious health condition that makes the employee unable to perform the functions of the job; or
- e. certain military-related reasons.

An employee shall provide thirty (30) days' notice to the Superintendent before a foreseeable FMLA leave is to begin based upon an expected birth, placement for adoption, foster care, or planned medical treatment. If thirty (30) days' notice is not practicable due to lack of knowledge, a change in circumstances, or medical emergency, notice shall be given as soon as practicable. If the request is for an intermittent leave or leave on a reduced schedule basis, the employee shall also advise the Superintendent of the reasons why the leave schedule is necessary and of the schedule for treatment.

**Section 7 -- Personal Leave:** Full and part-time employees who work or are scheduled to work at least 600 hours per school year may be excused up to four (4) work days annually with pay for reasons of personal business. A request for the use of two (2) or more consecutive days must be submitted in writing to the Superintendent for approval, and must include a reason. Except in an emergency situation, an employee shall provide at least two (2) days' written notice to his/her supervisor, or the Superintendent when required, requesting use of personal leave. Use of personal leave days will not be permitted on the day before or after a school break or holiday, unless the Superintendent grants an exception to these use restrictions at his/her sole discretion. Employees hired during the year shall be given leave in proportion to the part of the year for which they are

employed. Personal leave authorized, but not used, shall be added to the individual employee's accumulated sick leave at the end of the school year.

**Section 8 - Union Leave:** The Union shall be granted two (2) days release time, at full salary, to be used by the Union Steward or designated employees for the purpose of attendance at meetings, conventions, or other business matters relating to the Union, provided that the Union assumes the cost of substitutes (with the Union's reimbursement amount not to exceed the participant's actual salary) and meeting expenses. Requests for such release time must be made by the Union, in writing, to the Superintendent, with a copy to the supervisor when appropriate, not less than five (5) days prior to the date of such absence.

**Section 9 -- On the Job Injury Leave:** Any employee who is disabled as a result of any injury arising out of and in the course of his/her employment shall continue to receive his/her full regular salary and shall not be charged with any earned vacation leave, sick leave, or other similar benefits for a period of twenty (20) work days from the date of the accident.

Benefits payable from the insurance carrier (workmen's compensation) shall be paid directly to the District during the twenty (20) work days from the date of the accident and as long as the employee remains eligible for disability benefits during this time period. After twenty (20) work days, if the disability continues, and the employee elects to continue to receive his/her full pay, the employee shall receive full pay from the District, assign all workmen's compensation benefit pay to the District, and use his/her earned sick leave at the rate of 1/3 of a day of earned sick leave per day of absence.

**Section 10 -- Bereavement Leave:** Each employee shall be granted up to two (2) days bereavement leave annually without loss of pay for use in the event of a death in the employee's immediate family (i.e., the employee's parents, spouse, brothers, sisters, children, grandchildren, grandparents, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, step-family (parents, brothers, sisters, and children), and persons residing in the same household).

## **ARTICLE XIV HOLIDAYS**

**Section 1 --Designation of Holidays and Holiday Pay for Employees:** Twelve-month full-time employees shall be granted the day off with pay for the following legal holidays as scheduled on the District calendar, unless the District receives a waiver or modification of the *School Code* allowing it to schedule school on that holiday. In the event that the District does not schedule a designated holiday on the school calendar, then eligible employees shall be given an alternate day off.

New Year's Day  
Martin Luther King Jr. Day  
Abraham Lincoln's Birthday  
(or Presidents' Day)  
Casimir Pulaski's Birthday\*  
Memorial Day

Independence Day  
Labor Day  
Columbus Day\*  
Veteran's Day\*  
Thanksgiving Day  
Christmas Day

On the days above-noted with an asterisk, the District may exchange the holiday for another day off scheduled on the school calendar. If school is in session and not able to be exchanged on the school calendar on any of these days, the employees will be granted a floating holiday to be scheduled with their supervisor.

The District may require employees to work on a school holiday during an emergency or to maintain the operational needs of the District.

**Section 2 -- Eligibility Requirements:** In order to be eligible for holiday pay, an employee must work in the week in which the holiday falls and must work his/her full scheduled working day immediately preceding and immediately following the holiday unless on an approved absence (e.g., vacation).

**Section 3 -- Pay for Holiday Work:** If an employee is scheduled to work on a holiday, the employee shall be paid the applicable hourly rate of pay for all hours worked on said holiday at time and one-half (1½).

## **ARTICLE XV VACATIONS**

**Section 1 -- Vacation Eligibility:** Twelve-month full-time and part-time employees will receive annual paid vacation as credited during the District's fiscal year (July 1- June 30). During a full-time employee's first year in the District, vacation days shall be earned monthly at the rate of one (1) vacation day per month up to the maximum annual ten (10) days indicated below. Beginning July 1 after a full-time employee's first year in the District (or after a part-time employee's fifth year), vacation days shall accrue and be available for use immediately.

<b>Completed Years of District Service</b>	<b>Vacation Earned</b>
*0-8 years	10 days
9-11 years	15 days
12 years or more	20 days

\* Twelve-month part-time employees who have at least five (5) consecutive years of service with the District shall accrue vacation days in accordance with the schedule above. Twelve-month part-time employees who have less than five (5) consecutive years of service with the District do not accrue vacation days, but are granted five (5) unpaid leave days annually.

Vacation days will not be advanced to employees in anticipation of continued future service to the District.

Accrued vacation time must be used prior to the end of the fiscal year (June 30) or those days will be permanently lost for use or further accrual (i.e., "use it or lose it" rule). The District will not

pay Employees for vacation time accrued but not taken, except at the time of termination of employment.

**Section 2 -- Vacation Scheduling:** Vacations shall be scheduled insofar as practicable at times desired by each employee, with the determination being made on the basis of the employee's length of continuous service if more than one employee wants the same vacation period. It is understood that the final right to designate vacation periods and the maximum number of employee(s) who may be on vacation at any time, including the maximum number of employee(s) in any classification, is exclusively reserved by the District in order to insure the orderly performance of the services provided by the District.

Vacation days must be scheduled at least one (1) full week in advance unless the employee's designated supervisor specifically approves the scheduling of vacation day(s) with less notice. Once an employee has submitted their vacation request, the District shall respond within a reasonable time if whether the request was approved or denied.

Once a vacation period has been approved by the District, the District shall not revoke the vacation.

## **ARTICLE XVI WAGES**

**Section 1 – Annual Salary Increase:** The wage increase for all employees for the 2019-2020 work year will be \$2.00 per hour. Additionally, employees who had five uninterrupted years of service (full-time or part-time) in the District as of July 1, 2019, will receive an additional increase of \$0.50 per hour.

For each remaining year of this contract, effective each July 1, the wage increases for all employees shall be based upon applying an increase over the prior year's hourly rate of pay equal to the percentage attributable to the corresponding fiscal year in accordance with the Illinois *Property Tax Extension Limitation Law* (PTELL), plus an additional 1.0%, with an annual cumulative floor of 2.0% (calculated with a minimum CPI-U value of 1.0%, plus the additional 1.0%) and an annual cumulative ceiling of 5.0%. More specifically, the percentage increase shall be equal to the annual percentage increase in the Consumer Price Index for all Urban Consumers in the U.S. (CPI-U), as published by the US Department of Labor's Bureau of Labor Statistics, two calendar years prior to the school year in which taxes actually are extended (collected) (e.g., the increase for the 2023-2024 work year will be calculated based on the CPI-U for 2021). For example, in a year where the applicable CPI-U is only 0.68%, employees still would receive a 2.0% raise (i.e., the 1.0% floor on CPI-U, plus the additional 1.0%). And in a year where the applicable CPI-U plus 1.0% exceeds 5.0% cumulatively, employees would receive the full 5.0% but would be capped and so would *not* receive more than 5.0%.

**Section 2 – Pay Rate Upon Promotion to a Higher Salary Category:** An employee who is promoted to a job classification in a higher salary category (but not simply promoted from part-time to full-time within a job classification) shall be paid at the minimum hourly rate for the higher salary category or placed at the step of the higher salary category that provides the employee a

salary increase of at least five percent (5%) above his/her current hourly rate for pay in his/her regular job classification prior to the promotion, whichever is higher.

## **ARTICLE XVII INSURANCE AND BENEFITS**

**Section 1 – Insurance Coverage:** The District agrees to provide dental, medical, and life insurance for employees as set forth herein. Notwithstanding the foregoing, the District retains the right to change insurance carriers or to self-insure or to adopt a Health Maintenance Organization (“HMO”) or PPO plan for the provision of life insurance or medical benefits, and the District further reserves its right to institute, maintain and change cost containment, benefit and other provisions of the medical plan provided that such changes are made in the plan for other District employees and the level of benefits remain substantially similar.

The Board and employee shall pay the following amounts per month for the PPO Plan, HMO Plan, and dental insurance for the coverage selected:

<b>PPO COVERAGE PLAN</b>	<b>BOARD PAYS</b>	<b>EMPLOYEE PAYS</b>
Single	95%	5%
Family	75%	25%
<b>HMO</b>	<b>BOARD PAYS</b>	<b>EMPLOYEE PAYS</b>
Single	95%	5%
Family	75%	25%
<b>DENTAL COVERAGE</b>	<b>BOARD PAYS</b>	<b>EMPLOYEE PAYS</b>
Single	100%	0%
Family	100%	0%

**Section 2 – Term Life Insurance:** The District shall provide employees with 100% District paid term life insurance. Employees who are participants in the District health insurance plans shall receive twenty thousand dollars (\$20,000) in life insurance coverage or if an employee does not elect to participant in District health insurance plans, that employee shall receive one hundred thousand dollars (\$100,000) in life insurance coverage.

**Section 3 -- Use of Personal Vehicle:** If an employee is required to use the employee’s personal vehicle, the employee shall be allowed the rate per mile allowed by the Internal Revenue Service at such times.

**Section 4 – Uniforms:** The District will continue to provide newly hired custodial and maintenance employees with five (5) shirts at District expense. In addition, after the first year of employment, the District will continue to provide custodial and maintenance employees with three (3) shirts per school year. Beginning with the 2016-2017 school year, day custodians and/or maintenance employees will receive a winter coat and bib overalls, if requested by the employee

for outside work. Thereafter, the District will provide winter apparel as needed. The District may require winter attire to be returned when an employee leaves District employment.

## **ARTICLE XVIII RETIREMENT**

**Section 1 – Retirement Recognition Benefits:** During the 2019-2020 school year, an employee who has at least fifteen (15) consecutive years of service with the District and who retires pursuant to IMRF and is a full-time employee shall receive one hundred (\$100) dollars for each year of service and part time employees will receive fifty (\$50) dollars pay for each full year of service. The retirement benefit shall be made as a post retirement payment in the month following the month after the employee's last day of work.

**Section 2 -- Illinois Municipal Retirement Fund (IMRF) Requirements:** Employees who work 600 or more hours annually must participate in the Illinois Municipal Retirement Fund (IMRF). The employee contribution is 4.5% of their salary each pay period. The Board contribution portion varies each year as defined by IMRF. For current information on IMRF benefits consult your IMRF booklet or the IMRF website (<http://www.imrf.org>).

## **ARTICLE XIX EFFECT AND TERM OF AGREEMENT**

**Section 1 -- Management Rights:** The Board retains and reserves the ultimate responsibility for proper management of the School District conferred upon and vested in it by the statutes and Constitution of the State of Illinois and the United States including but not limited to the responsibility for and the right:

- A. To maintain executive management and administration control of the School District and its properties and facilities and the professional activities of its employees as related to the conduct of school affairs.
- B. To hire all employees and subject to the provisions of the law to determine their qualifications and the conditions for their continued employment, or their dismissal, or demotion, their assignment, and to promote and transfer all such employees.
- C. To determine work schedules, the hours of work, including the requirement of overtime assignments, and the duties, responsibilities and assignments of employees with respect thereto.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited by the specific and express terms of this Agreement.



**Section 2 -- Maintenance and Amendment of Contract:** The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written amendment executed according to the provisions of the Agreement.

**Section 3 -- Savings Clause:** In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or court decision or legislation and the remaining parts or portions of this Agreement shall remain in full force and effect and the parties, upon the request of either party, shall meet to negotiate possible changes in the terms and conditions affected by such action.

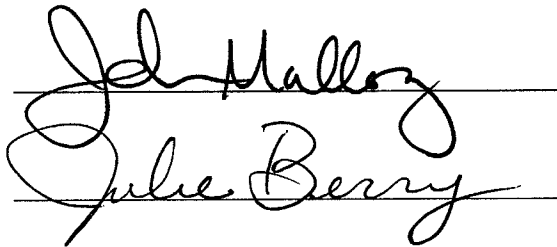

**Section 4 -- Waiver of Mid-Term Bargaining:** The parties acknowledge that, during the negotiations which resulted in this Agreement and its appendices, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or by specific agreement of the parties from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist under law, practice, or custom to negotiate any further agreements effective for or during the term of this Agreement.

**Section 5 -- Duration:** Unless otherwise specified herein, this Agreement shall be effective as of the date the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 30th day of June 30, 2024. The Union shall notify the District in writing at least ninety (90) days prior to the expiration date that it desires to modify this Agreement.

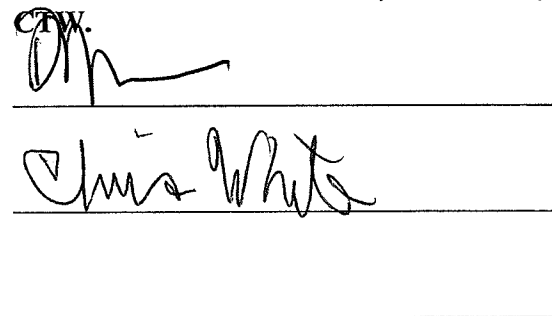
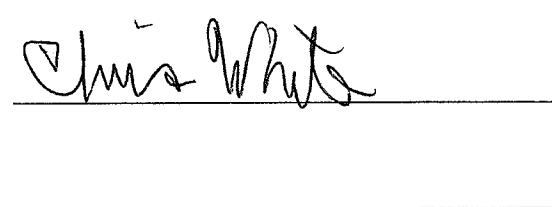
Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached.

Executed this 3RD day of SEPTEMBER, 2019.

**COMMUNITY CONSOLIDATED  
SCHOOL DISTRICT 146**

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

  
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