

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

AMBOY COMMUNITY UNIT SCHOOL DISTRICT NO. 272

AND

TEAMSTERS LOCAL UNION #722, AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN, AND HELPERS OF AMERICA,
FOR THE AMBOY SCHOOL DISTRICT NO. 272
SUPPORT STAFF PERSONNEL, HEREINAFTER REFERRED TO AS
THE "UNION"

AMBOY, ILLINOIS

2022-2026

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ARTICLE I

RECOGNITION

- 1.1 The Board of Education of Amboy Community Unit District No. 272, hereinafter called the "Board", hereby recognizes Teamsters Local Union #722, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America, for the Amboy School District No. 272 Support Staff Personnel, hereinafter referred to as the "Union", as the sole and exclusive bargaining representative for the following non-certificated employees: All full-time and regular part-time support staff employees employed in the following classifications: Building Secretaries, Aides, Library Technician, Attendance Clerks, Cafeteria Employees, Noon Hour Supervisors, Health Aides, Custodians, Interpreters and Maintenance Employees.

Excluded from the bargaining unit are the following: Payroll Clerk and Food Service Supervisor, Bookkeeper, Maintenance Director, and all Supervisors, Confidential Employees (including Board and Superintendent's Secretary), Teachers, Transportation Employees, Short-term and Temporary Employees, and all other employees as defined by the Act.

- 1.2 The classifications or job titles used above are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or titles will continue to be utilized by the Board.
- 1.3 A "full-time" employee hereunder shall be defined as a classified employee who works twenty five (25) hours or more per week on at least a nine (9) month or more scheduled basis.

ARTICLE II

MANAGEMENT RIGHTS

2.1 The Board continues to retain, whether exercised or not, the sole right to operate and manage its affairs in all respects. Any power or authority which the Board has not abridged, delegated or modified by the express provisions of this Agreement is retained by the Board. The rights of the Board, through its management officials, include, but are not limited to, the following . . .

- Determine the overall budget of the Board;
- Determine, control and exercise discretion over the organization and efficiency of operations;
- Hire, examine, classify, promote, train, transfer, assign, and schedule employees in positions with the employer;
- Suspend, demote, discharge, or take other disciplinary action against the employees for proper cause;
- Increase, reduce, change, modify, or alter the composition and size of the workforce, including the right to relieve employees for violation of health or safety rules;
- Reallocate positions to higher or lower classifications;
- Establish, modify, combine, or abolish job classifications;
- Determine the purpose of each of its service areas;
- Set standards for services to the public;
- Determine the locations, methods, means and personnel by which operations are to be conducted, including the right to determine whether the goods and services are to be provided or purchased;
- Change or eliminate equipment or facilities.
- The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, in adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific express terms thereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

ARTICLE III

GRIEVANCE PROCEDURE

- 3.1 A grievance is defined as, and limited to, a written complaint alleging that there has been a violation, misinterpretation or misapplication of the provisions of this Agreement.
- 3.2 Individual employees shall have the right to present grievances. The appropriate Union representative shall be afforded the opportunity to be present and to represent the grievant, if the grievant so desires, at any stage of the grievance procedure, and any settlement reached must be consistent with the provisions of this Agreement.
- 3.3 General Provisions.
- (a) All grievances must be presented promptly and in no event any later than ten (10) working days from the date of the condition or action giving rise to the complaint.
 - (b) Only one subject matter shall be covered in any one grievance. A written grievance shall contain a clear and concise statement of the grievance and indicate the issues involved, the relief sought, the date the incident or violation took place, and the specific article, section and clause of the agreement involved.
 - (c) The grievance shall be presented to the immediate supervisor or building principal involved and signed and dated by the grievant and the employer.
 - (d) If a grievance is not presented within the time limits set forth herein, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the last appropriate Administrator's and/or supervisor's answer. If the Board or its designee does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual written agreement of the Board and the Union representatives involved in each Step. The term "working days" as used in this Article shall mean the weekdays Mondays through Fridays, inclusive, and excludes Saturdays, Sundays, holidays and other days during which the District Business Office is not open.
 - (e) The purpose of the grievance procedure shall be to resolve all disputes at the lowest possible level. Whenever the grievance procedure is available for resolution of any claim or cause of action of an employee, the process shall be exhausted before the grievant may seek legal recourse in any court or administrative proceedings on the same general factual basis or claim.
 - (f) A grievance may be withdrawn at any level.
 - (g) Grievance filings and hearings shall be conducted at a time and place which will afford fair and reasonable opportunity for grievants and witnesses entitled to be present, to attend and will be held, insofar as possible, outside of the regular work hours of the personnel involved.
 - (h) An employee who participates in the grievance procedure shall not be subjected to disciplinary action or reprisal because of such participation.

3.4 Procedure for Adjustment of Grievances.

Step 1.:

- (a) The grievance shall first be filed and discussed with the appropriate Administrator and/or Supervisor with the object of resolving the matter informally.
- (b) In the event the matter is resolved informally, the supervisor or administrator resolving the grievance shall inform the Job Steward and Union Business Agent of the adjustment.

Step 2.:

Principal or Supervisor Level. In the event the grievance is not resolved informally, the Principal or Supervisor shall meet and confer with the grievant and the Job Steward within five (5) working days after it is filed, with a view to adjusting the grievance. Within five (5) working days thereafter, the Principal or Supervisor will furnish his/her decision, in writing, to the grievant and the Job Steward.

Step 3.:

Superintendent Level. Within ten (10) working days after the Principal and/or Supervisor renders a decision, an appeal may be taken by the grievant or the Union Business Agent to the Superintendent. The Superintendent shall meet and confer with the grievant and the Union Business Agent within five (5) working days with a view to adjusting the grievance, and within ten (10) working days thereafter, the Superintendent shall render a decision, in writing, to the grievant and the Union Business Agent.

Step 4.:

Board Level. Within ten (10) working days after the Superintendent renders a decision, an appeal may be taken by the Grievant or the Union Business Agent to the Board of Education. Following receipt of such a request the Board shall offer the grievant an opportunity, at a Board meeting, to present any evidence or simply a statement of position. Within ten (10) working days after such Board meeting, the Board President shall render a decision, in writing, to the grievant and the Union Business Agent.

Following receipt of the Board's decision, a grievant may within ten (10) working days thereafter, make a demand for Arbitration.

3.5 Arbitration.

- (a) The parties shall attempt to agree upon an arbitrator within ten (10) business days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said ten (10) day period, the parties shall jointly request the American Arbitration Association or the FMCS to submit a panel of five (5) arbitrators. Either party may reject one (1) entire panel. Both the Board and the Union shall have the right to strike two (2) names from the panel. One (1) party shall strike the first name, the other party shall then strike a second name, the first party a third name, and the second party a fourth name, and the remaining person shall be the arbitrator. The order of striking arbitrators' names shall be determined by a coin toss. The arbitrator shall be notified of his or her selection by a joint letter from the Board and the Union requesting that he or she

set a time and place, subject to the availability of the Board and Union representatives. All arbitration hearings shall be held in Amboy, Illinois, unless the parties mutually agree otherwise.

- (b) The arbitrator shall act in a judicial, not legislative capacity and shall have no right to recommend to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He or she shall only consider and make a decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue not so submitted to him or her. In the event the arbitrator finds a violation of the terms of this Agreement, he or she shall fashion an appropriate remedy. The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the agreement. The arbitrator shall submit in writing his or her decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon his or her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.
- (c) The fees and expenses of the arbitrator and the cost of a written transcript for the arbitrator shall be divided equally between the Board and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript.

3.6 By-pass Step. If the Union and the Superintendent, or his/her designee, agree, any step of the grievance procedure may be bypassed and the grievance brought directly to the next Step.

ARTICLE IV

DISCIPLINE

4.1 The following is a representative list of employee actions and incidents of unsatisfactory performance which warrant consideration for discipline, including dismissal, suspension, or demotion of employees. This representative list shall include but not be limited to the following:

- (a) Unauthorized absence;
- (b) Conviction of any criminal act;
- (c) Disorderly or immoral conduct;
- (d) Incompetency or inefficiency;
- (e) Insubordination;
- (f) Use of alcoholic beverages while on duty;
- (g) Use of illegal drugs while on duty;
- (h) Neglect of duty;
- (i) Negligence or willful damage to public property or waste of public supplies or equipment.
- (j) Misrepresents the facts on his/her employment application and such misrepresentation is material to his/her employment; or
- (k) Gives a false reason for obtaining a leave of absence.
- (l) Any willful infraction or violation of any safety rule or procedure.

4.2 Disciplinary action or measures may include, subject to the policies of the Board of Education of Community Unit District No. 272, progressive:

- (a) Oral reprimand;
- (b) Written reprimand;
- (c) Suspension;
- (d) Discharge.

- 4.3 If the Employer has reason to reprimand a classified employee, it shall normally be done in a manner that will not embarrass the employee before other employees or the public.
- 4.4 A classified employee covered by this Agreement shall have the right to be represented by the Union if he or she requests it when charged with any misconduct or violation which may result in any disciplinary action.
- 4.5 No regular classified employee shall be dismissed, suspended or demoted without sufficient cause and unless there is served upon said employee a written notice of dismissal, suspension or demotion, stating the reasons for the dismissal and the effective date thereof. A copy of said notice shall be given to the local Union Office and a copy given to Employee's Job Steward.
- 4.6 Grievances involving suspension or discharge of classified employees may be initiated at Step 3 of the grievance procedure.
- 4.7 The determination by the Employer that a probationary employee is not qualified to attain regular employment status is not subject to the grievance procedure provided in this Agreement.
- 4.8 After a time period of two (2) years from the date of a written warning incident, upon the employee's request a written warning shall be removed from the employee's record if the employee received no other or written warnings since the incident the employee is requesting to be removed from the record. After a time period of one (1) year from the date of documentation of a verbal warning incident, the same process may be followed for removal. The employee shall submit a request in writing to the District Office and shall be present when the warning is destroyed. Items which have been removed, or are eligible to be removed, shall not be considered when imposing subsequent discipline. (Example 1: If an employee receives a written warning on January 1, 2014, and receives a second written warning on February 1, 2016, the written warning issued on January 1, 2014 shall not be considered when imposing discipline in February of 2016 and the letter issued on January 1, 2014 is eligible for removal upon the employee's request. Example 2: If an employee receives a written warning on January 1, 2014, and receives a second written warning on February 1, 2015, the written warning issued on January 1, 2014 may be considered when imposing discipline in February of 2015. Further, the letter issued on January 1, 2014 shall not be eligible for removal until the written warning issued on February 1, 2015 is also eligible for removal. The intent of this Article 4.8 is to allow disciplinary matters to be removed from an employee's record only upon the passing of 2 (or 1 year for verbal warnings) years with no incidents of discipline.)

ARTICLE V

NO-STRIKE CLAUSE

- 5.1 During the term of this Agreement, neither the Union or its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slow-down, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the Board.
- 5.2 The Union agrees to notify all Union Employees of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating Section 5.1 to return to work.
- 5.3 The Board may discharge or discipline any classified employee who violates Section 5.1 and any classified employee who fails to carry out his/her responsibilities under Section 5.2. The Union agrees that the Board has the right to deal with any such slow-down, work stoppage, strike or any other interference with work by imposing discipline, including discharge or suspension without pay, on any, some or all of the District Employees who so participate as the Board may choose.
- 5.4 Nothing contained herein shall preclude the Board from obtaining a judicial restraining order in the event of a violation of this Article.
- 5.5 The Board will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union unless there is a violation of this Article by the Union.

ARTICLE VI

SAFETY

- 6.1 The District recognizes its responsibility to provide rules for the safety of employees, students, and visitors within the school facilities. The Union recognizes the responsibility of its members to obey the safety rules and practices to enhance a safe environment for themselves and others.
- 6.2 Employees shall immediately report all accidents or injuries sustained by themselves or others in which they are involved. All custodial/maintenance employees shall report said accidents or injuries to the Maintenance Director. Other employees shall report said accidents or injuries to their immediate supervisors. Employees shall be required to complete the report forms made available by the District.
- 6.3 Every employee shall observe all safety rules which are established by the District and shall use such safety devices, equipment and procedures as required by the District.
- 6.4 An employee shall report immediately any unsafe working condition or work practice to his or her immediate supervisor. If the matter is not resolved, it may be brought by the employee to the Superintendent.
- 6.5 The District shall provide Material Safety Data Sheets ("MSDS") to employees for all chemicals used by employees, including chemicals used in all science labs, for which MSDS are issued. The MSDS shall be kept in the room or area where the chemicals are stored and MSDS shall be kept in all science labs for chemicals used in the labs. Employees shall read and be familiar with the MSDS for all chemicals used by the employees for which MSDS are issued.

ARTICLE VII

UNION RIGHTS AND RESPONSIBILITIES

- 7.1 The Board agrees to provide space on an existing designated bulletin board in each attendance center and district office. The Union bulletin board shall be used only for Union business matters such as:
- (a) Notice of Union elections and results of such elections;
 - (b) Notice of Union appointments;
 - (c) Notice of Union meetings and reports and minutes thereof;
 - (d) Notices related directly to Union business which shall not contain primarily political matters or materials containing criticism of or personal attacks upon the Board or school personnel.

At the time of posting of any notices on the Union bulletin board, the Union shall file (1) one copy of said notice or material with the Superintendent for his/her files and records.

All costs incident to preparing and posting of Union material will be borne by the Union. The Union is responsible for posting and removing material on its bulletin board and for maintaining same in an orderly and neat fashion.

- 7.2 The Union shall have the right to pass out individual notices and to use the regular intra- unit mail facilities for necessary distribution of nonpolitical announcements and similar material to the members of the Union. However, before any such material shall be distributed, a copy of any and all material so distributed shall be given to the Superintendent for his/her files and records.
- 7.3 The Union shall submit each year to the Superintendent or designee a current address of the Union local official and negotiating committee and stewards and assistant stewards. Any changes in this list shall be submitted to the Superintendent promptly upon such changes being made.
- 7.4 The Board agrees that the Union shall have the right to use any school building for meetings outside of the employees' required work day upon forty-eight (48) hour prior request and approval of the Superintendent or his/her designee, provided that such use does not interfere with any school or community sponsored activities. The Union will clean up any premises used to the satisfaction of the Building Principal.
- 7.5 The Board agrees to provide electronic copies of this Agreement to each classified employee. The Board shall provide one (1) original signed copy to the Union.

- 7.6 The Board agrees that the Union staff representative or representatives shall have reasonable access to the premises of the Board for legitimate Union business, upon notice to the Building Principal for all non-custodial/maintenance employee matters and the Maintenance Director for all custodial/maintenance staff matters.
- 7.7 The Board recognizes the right of the Union to designate job stewards and alternates. The authority of job stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following work duties of employees:
- (a) The investigation and presentation of grievances with the Board representative in accordance with the provisions of the collective bargaining agreement;
 - (b) The collection of dues when authorized by appropriate Union action;
 - (c) The transmission of messages and information which shall originate with, and are authorized by the Union or its officers;
 - (d) Stewards shall perform these duties on their non-working time and shall not interfere with work duties of other employees. Violations may result in discipline by the Board.
 - (e) WEINGARTEN RIGHTS
 - 1. Employees have the right to request union representation during investigatory interviews.
 - 2. Employees may refuse to answer questions if union representation is denied.
 - 3. Union representatives have the following rights when summoned to the interview:
 - *To be informed of the subject matter of the interview
 - *To hold a private pre-interview conference with the employee
 - *To speak up during the interview
 - *To request clarification of questions
 - *To advise the employee on how to answer questions
 - *To provide additional information after the interview is completed
- 7.8 At the Board's discretion (through its management officials), management and others not covered by this Agreement shall not perform the duties of employees of the Bargaining Unit Classification unless it is an emergency.
- 7.9 The calendar committee shall include one (1) union support staff member from each of the three school buildings.

ARTICLE VIII

ADDITIONAL TRAINING

- 8.1 When additional training will be beneficial to the operation of the school system, staff employees may be encouraged or requested to enroll in training courses. All courses must be approved in advance by the immediate supervisor and Superintendent for reimbursement.
- 8.2 Staff employees who obtain prior approval and enroll at recognized training institution, workshops or seminars and successfully complete such course will be eligible for reimbursement.
- 8.3 Staff employees who take unrelated courses leading toward an Associate Arts degree are not eligible for reimbursement.
- 8.4 The Superintendent shall have the authority to limit the kind and number of training courses in which an employee may wish to enroll.
- 8.5 Employees who successfully complete in-District training courses will be given credit, if applicable for such course, and a record of completion shall be placed in the employee's file.
- 8.6 Employees who attend any job related or off-site training on a regularly scheduled work day shall receive their regular day's pay, mileage, and applicable expenses.
- 8.7 The District shall maintain, update, and deliver any new information for the employee handbook to new and current employees of the District.
- 8.8 When a new employee is hired, he/she will be given a written job description of the position and be trained at that position for a period of no less than five (5) work days within the first week of employment. The training period for transferred employees shall be established by the employee's supervisor in the new job position taking into consideration the employee's experience with district, the employee's familiarity with the new job requirements and input from the employee.

ARTICLE IX

PERSONNEL FILES

- 9.1 The Board shall keep a central personnel file for each employee. Principals or other supervisors may keep working files, but material not maintained in the central personnel file may not provide the basis for discipline against an employee.
- 9.2 Each employee shall have the right, upon not less than a twenty-four (24) hour request and in the presence of a designated school employee, to review the contents of his/her personnel file subject to the following:
- (a) Inspection shall occur during non-working hours, including lunch and break periods, at a time and in a manner mutually acceptable to the employee and the Superintendent or designee. Upon request, an employee who has a written grievance on file who is inspecting his or her personnel file with respect to such grievance may have a representative present during such inspection.
 - (b) Pre-employment information, e.g., reference checks and responses, or information provided the Board with specific request that it remain confidential, shall not be subject to inspection or copying. Confidential material may be removed from the file prior to the review by the employee.
- 9.3 Employees will be notified when a written warning, reprimand or complaint is placed in his or her personnel file. The employee shall be given a copy of the written warning, reprimand or other disciplinary instrument and shall sign an acknowledgment of receipt as provided in Appendix J. The employee's signature on the acknowledgment of receipt shall not indicate agreement with the content of the disciplinary instrument, but rather acknowledgement that a copy has been provided to the employee.
- 9.4 Employees shall have the right to file a written response to any written warning, reprimand or complaint placed in his or her personnel file by a school administrator or supervisor within 30 days of receipt of the document. A copy of the employee's response shall be kept with the document.

ARTICLE X
SENIORITY

10.1 Definitions of Seniority.

“District Seniority” shall, for the purpose of this Agreement, be defined as an employee’s overall length of continuous full-time or part-time service in the District, including approved leaves of absence, disability, and periods of layoff up to 15 months. If two or more employees have the same start date, seniority list position shall be determined by a coin toss.

“Classification Seniority” shall, for the purpose of this Agreement, be defined as an employee’s length of full-time or part-time employment in a particular job classification from that employee’s most recent date of entry into the employee’s job classification, including approved leaves of absence, disability, and periods of lay-off up to 15 months. If two or more employees have the same start date in a particular classification, District Seniority shall determine the position on the Classification Seniority list. Job classifications and positions are attached to this Article as they exist at the date of contract. The Board may change such classifications and positions from time to time as desirable, subject to the Union’s right to bargain over the same, pursuant to the dictates of the Illinois Educational Labor Relations Act.

For computation of seniority, employees who regularly work twenty-five (25) hours and over per week during the school year shall be designated a “full-time” employee for the school year. Employees who regularly work less than twenty-five (25) hours per week during the school year shall be designated a “part-time” employee for the school year. Separate seniority lists shall be maintained for full-time and part-time seniority. Only full-time seniority shall be considered for placement into full-time positions and only part-time seniority shall be considered for placement into part-time position.

10.2 Application.

In all applications of seniority under this Agreement, the ability of the employee shall be defined and mean the skills, qualifications and ability (including physical fitness) skills of an employee to perform the required work. Where skills, ability and qualifications to perform the required work are determined by the Board as relatively equal among the employees concerned, seniority as defined in 10.1 above, shall govern.

10.3 Non-Application of Seniority.

Seniority does not apply and shall not be used as a determining factor in assigning particular types of work to employees within a position classification, or in assigning employees machines, equipment, or places of work.

10.4 Seniority Roster.

The Board shall maintain and keep current the District Seniority Rosters and Classification Seniority Rosters noting date of hire (which shall be the first day of employment with the District and within the classification, respectively) and the current position by job title and/or classification. The Board shall provide the Union with part-time and full-time updated seniority rosters by October 1 of each year of this Agreement by posting such lists in each school building in the designated area. This list shall be deemed conclusive for all purposes unless Teamsters Union Local #722 and/or any employee covered by this Agreement files a grievance and specifies errors or omissions within fifteen (15) days after the date of posting.

10.5 Termination of Seniority.

Both District and Classification Seniority and the employment relationship shall be terminated when an employee:

- (a) resigns;
- (b) is appropriately discharged for cause;
- (c) fails to report for work within three (3) working days after having been recalled from lay-off;
- (d) does not report for work within 48 hours after the termination of an authorized leave of absence;
- (e) is laid off for a period in excess of 15 months;
- (f) retires;
- (g) misrepresents the facts on his/her employment application, and such misrepresentation is material to his/her employment;
- (h) gives a false reason for obtaining a leave of absence.

10.6 Probation and Probationary Periods.

All newly hired/rehired employees shall be considered as probationary employees and must successfully complete a probationary period before attaining regular full-time or part-time employee status. The probationary period for new hires is one year from the first date of performing work assigned to the probationary employee. The probationary period for rehired employees shall be the first sixty (60) work days assigned, if hired to fill a position the employee has not previously filled for the District. If the rehired employee has previously filled and successfully completed the probationary period for the position, within the past two years, then the probationary period upon rehire is the first thirty (30) work days assigned.

During the probationary period, the probationary employee may be disciplined, discharged, laid off, or otherwise dismissed at the sole discretion of the Board, and neither the reason for, nor the disciplinary action, discharge, layoff, or dismissal may be the subject of a grievance. There shall be no seniority among probationary employees. Upon the successful completion of the probationary period, however, the employee shall attain regular employee status and receive all benefits normally afforded to regular employees, including seniority. Seniority shall then be retroactive to the date of employment.

10.7 Layoff and Recall.

The District at its discretion shall determine whether layoffs are necessary. If it is determined that layoffs are necessary within a job classification, employees within the affected classification who have relatively equal ability to perform the remaining work, shall be laid off in accordance with their seniority in their respective job

classifications. The Board agrees to notify the employees covered by this Agreement of a layoff sixty (60) days prior to the end of the school calendar year.

Employees who are laid off shall be placed on a recall list for a period of 15 months. Laid off employees shall be recalled to fill vacant positions by Classification Seniority. Notice of recall shall be given by a letter which states the job position and salary. Employees shall be responsible to notify the District if the employees mailing address changes during the recall period. Any support staff employee who is removed or dismissed as a result of a decision of the Board to decrease the number of support staff employees employed by the Board and who accepts the tender of a vacancy within 15 months from the final date of lay-off shall not lose seniority rights previously accrued. Previous accumulation of unused sick leave will be reinstated upon recall.

10.8 Posting.

Notice of regular full-time or part time bargaining unit vacancies shall be posted at each attendance center including Smart Start, Amboy Bus Garage, and on the bulletin board at the District office. Notice shall also be sent electronically (e.g. email) to all members of the Unit. During the school year postings shall occur at all locations on the same day and shall remain posted for five (5) working days following the initial posting. During the summer, notice will be posted at the District office for five (5) working days. Employees desiring these jobs shall make application by signing and dating the posting themselves within the posting period of five (5) working days after the date the notice is posted. Interviewing shall be conducted within the bargaining unit prior to placing advertisements to the public. First consideration for these vacancies shall be given to current district employees based on ability and qualifications. If the qualified employees applying for the job are relatively equal as to ability and qualifications, the employee with the greatest District Seniority shall be selected for the position. Before the interviewing process begins by the employer, the Head Union Steward and the Union Office also shall be faxed a copy of all the in-house applicants. If no current employee applies for the vacant position within the initial seven (7) working days posting period, then the District may advertise the position to the public. If internal candidates apply but are not selected for the position after an interview, the District may then advertise the position to the public. When the position is advertised to outside candidates it shall also be reposted within the District. When the position is filled the Head Steward and Union Office shall be sent a copy of the employment letter mailed to the person employed for the position.

10.9 New Job Classifications/Positions.

When new jobs or positions for which rates of pay are not established by this Agreement are created, the rate of pay for such job or position set by the Board may be subject to negotiations by the Union if requested within five (5) working days after the new position is created and the salary set by the Board.

10.10 Bumping Rights

“Bumping rights” is the right of a senior employee being laid off to replace the most junior employee within the same classification not being laid off. Once an employee has been giving a lay off notice, such employee shall notify the Union Steward and District within five (5) working days of his or her intent to exercise bumping rights. The District shall give written notice to any “bumped” employee within five (5) days of the District being informed of the intent to exercise bumping rights. All bumped employees, excluding probationary employees, shall have recall rights as described in this Agreement.

ARTICLE XI

PAYROLL DEDUCTIONS

- 11.1 Upon receipt of a lawfully executed written authorization from an employee, which may be revoked in writing at any time, the Board agrees to deduct the initiation fees and the regular monthly Union dues of such employees from his/her pay and remit such deduction by the 10th day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Board in writing of the exact amount of such regular membership dues to be deducted.
- 11.2 The Union agrees to indemnify and hold the Board harmless against any and all claims, demands, suits or liability (monetary or otherwise), and for all legal costs arising from any action taken or not taken by the Board in compliance with this Article. The Union shall promptly refund to the Board any funds received which were not properly authorized or paid over erroneously.
- 11.3 Wage Garnishment. If the District receives a wage garnishment summons or wage deduction order on a staff employee, a charge of \$5.00, or the statutory rate in effect at the time of the garnishment, will be assessed to cover costs related to implementation of such garnishment or wage deduction order. This fee will be deducted from each pay period affected by the garnishment or order.
- 11.4 DRIVE. The Employer agrees to deduct from the paycheck of all Employees covered by this Agreement voluntary contribution to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing Employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the Employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each Employee on whose behalf a deduction is made, the Employee's Social Security number and the amount deducted from that Employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan. The Union shall indemnify and hold the Employer harmless from any claim that may be made against it and expenses it may incur, including reasonable attorney's fees, for an action the Company may take in complying the Union's instruction.

ARTICLE XII

INSURANCE

- 12.1 Insurance.

- (a) For employees employed or covered on or before June 30, 2013: The Board agrees to provide major medical insurance, dental insurance, optical insurance and life insurance for each regular full-time employee. The Board agrees to provide such insurance during the 2022-2026 school years with the same benefits and cost factors as shall be provided to certified staff. No insurance benefits shall be provided for employees who work in part-time positions which are scheduled at less than 25 hours per week. Employees may combine part-time jobs to qualify for insurance benefits (25 hours). **Refer to Appendix A for Insurance.
- (b) For employees employed after June 30, 2013: The Board agrees to provide major medical insurance, dental insurance, optical insurance and life insurance for each regular full-time employee working 30 or more hours per week. The Board agrees to provide such insurance during the year with the same benefits and cost factors as shall be provided to certified staff No insurance benefits shall be provided for scheduled at less than 30 hours per week. Employees may combine part-time jobs to qualify for insurance benefits (30 hours). **Refer to Appendix A for Insurance.
- (c) Employees eligible for insurance benefits may elect to participate in partial benefits to the extent allowed by the insurance carrier. (Example: an employee may elect to participate in the dental and optical insurance but elect not to participate in the medical plan.) Employees shall pay the same premium percentage for the benefits they elect as all others in the plan.

12.2 Insurance Governing Board.

- (a) An Insurance Governing Board for the insurance program will be established to research changes in, or alternatives to the program. Recommendations from the Governing Board will be presented respectively to the Union and to the Board for consideration.
- (b) The Insurance Governing Board shall consist of two (2) support staff members, one (1) board member, one (1) administrator, and three (3) certified staff members. The school board member and the administrator shall be appointed annually by the Board. Both of the support staff members shall be appointed annually by the Union. The Superintendent shall serve as an ex-officio member of the Insurance Governing Board. The payroll clerk shall serve as a resource person to the committee.
- (c) Any individual claims data, shall also be provided concurrently to the Union. The Insurance Governing Board will meet with the Superintendent and the Insurance Provider Representative annually.

ARTICLE XIII

HOURS OF WORK

- 13.1 Work Week. The basic workweek is from 12:01 A.M. Monday through 12:00 midnight Sunday. All employees shall be required to work their individual prospective work hours during the days of Monday through Friday only. Any other work performed on weekends shall be paid at one and one-half (1 and 1/2) their hourly rate of pay.
- 13.2 Work Day. The basic workday begins at 12:01 A.M. on each calendar day and ends at 12:00 midnight. However, employees whose normal workday extends from one calendar day into another shall be considered as working on the calendar day on which they start to work. Employees who work an 8 hour day shall normally have the equivalent of a 15 minute break during each four hour shift to take care of personal matters and they shall normally have a duty free unpaid lunch of not less than 30 minutes. The hours of part-time employees will be scheduled consecutively or a lunch period and break time will be provided.
- 13.3 Overtime Pay. All staff employees covered by this Agreement shall be paid one and one-half (1 1/2) times their regular straight time hourly rate of pay for all authorized hours of work in excess of forty (40) hours in a workweek. It is specifically understood by the parties that this overtime pay provision shall not apply to any unauthorized hours of work. Overtime must be authorized by the Superintendent or his designee in writing. Further, paid time off for sick leave, holidays, vacations or other paid leaves shall not be counted as time worked in computing the forty (40) hours per week requirement. However, employees who are asked to work on any of the six (6) named national holidays (as set out in this contract) or during the employee's regularly scheduled vacation time will be paid for such time at one and one-half times their regular straight time hourly rate of pay for such hours worked, irrespective of the forty (40) hour requirement. (If such employee has received regular straight time pay for the national holiday or vacation, he or she shall receive an additional one-half times their regular straight time hourly rate.)
- 13.4 Building Checks. If requested by the Supervisor, building checks, by custodians, performed on unscheduled work days (Saturday, Sunday, or holidays--when school is otherwise not in session) shall be paid at a rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay. The Supervisor shall set the working time normally allowed for such checking. In performing such checks the assigned custodian shall be held fully accountable for assigned building check responsibilities and failure to perform the checks or in the event a loss or damage occurs which should have been noted or performed by the custodian, such conduct or misconduct shall constitute grounds for disciplinary action.
- 13.5 Employees may be transferred or reassigned during the school year (any day when students are in attendance) for a duration not exceeding 30 student attendance days to meet the needs of the District at the discretion of the Board or Superintendent. Any employee so transferred shall be paid at the hourly rate of the position from which they were transferred from or the starting rate of the position they are transferred into, whichever is higher. Such transferred employee's hours shall not be reduced from the number of hours the transferred employee worked at the prior to transfer. Upon completion of the transfer or reassignment the employee shall be returned to the position and pay rate held prior to the transfer. Employees may not be involuntarily transferred or reassigned more than one time in a 1 year period.
- 13.6 Substitute Qualification. The District will assist any employee, who is qualified, to obtain a substitute license. This is a voluntary choice by the employee. For such individuals the District will cover the cost of the initial licensing. After a substitute license is obtained if the individual employee is reassigned and instructed to cover a classroom, teaching a lesson without a certified staff member present, they will receive substitute pay in addition to their regular pay. Any such pay will be pro-rated based on percentage of classroom coverage. (e.g. if 50% of classes that day, then employee will receive 50% of sub pay). This additional compensation is not intended to apply to individuals who are simply providing supervision to a class.

ARTICLE XIV

HOLIDAYS

14.1 Holidays. Staff members shall not be required to work on the following national holidays:

New Years Day
Independence Day
Thanksgiving Day

Labor Day
Memorial Day
Christmas Day

Other days may be designated by the Board as legal school holidays, and if so, employees shall not be required to work, except in the following circumstances:

In the case of an emergency or for the continued operation and maintenance of school facilities or property, the District may require non-certified staff employees to work on a legal school holiday. Such employees shall receive from their Supervisor notice that their presence is required in the school district on a legal school holiday and they shall be paid their regular pay for such work. Commemorative holidays shall be considered regular work days.

14.2 The Board agrees that all employees shall receive one day's pay at the employee's regular current rate of pay for Labor Day, Thanksgiving Day, and Christmas Day Holidays.

ARTICLE XV

VACATIONS

15.1 After a year of continuous employment, year-round employees (240 or 250 workdays) shall be eligible for a vacation on the basis of complete fiscal quarter years worked. The vacation shall be two and one-half days per quarter, except where a longer period is specified in the contract or employment agreement. Years of employment will be based on date of hire within the district.

15.2 After a year of continuous employment, year-round employees shall be eligible for a vacation on the following basis:

After a year of continuous employment	-- 10 working days
After 10 years of continuous employment	-- 15 working days
After 20 years of continuous employment	-- 20 working days

Years of employment will be based on date of hire within the district.

15.3 Vacation time earned in one fiscal year shall be used by the end of the following fiscal year. If vacation time is not used within that fiscal year, the employee shall be entitled to remuneration for the amount of unused vacation days up to, but not to exceed, five days. The employee must inform the Superintendent in writing before June 1, if they are asking for remuneration of unused vacation days. At no time will vacation days be accrued or extended into the following fiscal year. By a two weeks' notice, in writing from the employee or by action of the School Board, employees who are terminating their employment shall be entitled to remuneration for the amount of vacation earned on a quarterly basis to the date of termination, provided they have been in the employ of the school district for one year.

15.4 Requests for vacations shall be submitted to the administrator to whom the employee is responsible and requests require the approval of the Superintendent. The employee's supervisor shall receive and consider for approval all vacation requests no later than ten (10) working days prior to the date on which the employee's vacation is scheduled to begin.

15.5 Custodian's who work a 240 or 250 day contract shall have the right to request their earned vacation when they wish throughout the calendar year with a prior two (2) week approval notice to the Superintendent and Maintenance Director. The amount of vacation days taken when school is in session will be limited to three (3) days at a time per request. The Superintendent or his/her designee shall keep a record of vacations earned and the dates taken.

ARTICLE XVI
COMPENSATION

- 16.1 Salaries. Salaries shall be paid according to the hourly rate increases/longevity pay/ insurance schedules attached to this Agreement as Appendix A for 2022 - 2026. All payroll processing shall be by direct deposit.
- 16.2 Flex-Benefit Plan. The Board will adopt and establish a plan in compliance with Section 125 of the Internal Revenue Code, which plan shall provide for insurance premiums not paid under the District's insurance plan plus unreimbursed medical and dental fees, and approved child care facility fees. The Board shall be responsible for payment of all initial start up expenses and the employee will be responsible for the monthly fee incurred in the administration of the plan.
- 16.3 Method of Payment of Salary. Employees will receive their paychecks on alternate Fridays when the business office is open. If payday falls on a day the business office is closed, then employees shall receive checks on the last day the business office is open prior to the regular pay day. The first check will be given on the second Friday of attendance. Payment will be made in 26 equal installments.
- 16.4 Extracurricular Compensation. Employees coaching/supervising extra-curricular activities shall be compensated according to the Teacher Contract Extracurricular Schedules.
- 16.5 Travel Reimbursement. Mileage for pre-approved travel shall be paid for by the Board at a rate of the then current amount allowed as a deduction for business travel by the Internal Revenue Service.
- 16.6 IMRF. All support staff employees who are eligible to participate in the Illinois Municipal Retirement Fund under the "600-Hour Standard" or any other support staff employee that falls under the District's Grandfather Plan that went into effect January 22, 1985, shall continue to be covered with the Illinois Municipal Retirement Program.
- 16.7 Reassignment of Assistant Head Cook. The Assistant Head Cook shall receive the current lowest Head Cook rate of pay when performing the Head Cook duties for a period of time exceeding three consecutive days contingent upon having the Illinois Food Sanitation Manager Certificate.
- 16.8 Reassignment of Custodians. Custodians shall receive the current lowest Head Custodian rate of pay when performing the Head Custodian duties for a period of time exceeding three consecutive days.
- 16.9 Field Trips. If a Paraprofessional is required to attend a class field trip as part of their assigned job duties the District shall pay for the entrance fees to parks, attractions, museums, and, if a meal is included as part of the event, the District shall cover the cost of such meal (example: Medieval Times trip). Additionally, if the length of time of the trip exceed the employee's regularly scheduled work day, the employee shall be compensated for the additional time at their hourly rate.

ARTICLE XVII

LEAVES

- 17.1 Sick Leave. All full-time and part-time regular nine-month employees shall be entitled to eleven (11) sick leave days, and all twelve-month employees shall be entitled to thirteen (13) sick leave days per school year without loss of pay. One (1) sick leave day shall be equivalent to one (1) work day for the part-time employee. Sick leave may be accumulated to a maximum of 240 days (including accumulated unused personal business day leave), except for those employees who, at the end of the 1996-97 school year, have exceeded the maximum.

Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness, or death in the immediate family or household. Employees may also use one sick leave day per school year as a personal business day under the same terms and conditions as set forth in 17.4. The use of a sick leave day as a personal business day shall be in addition to the employee's annual allotment of personal business days.

"Immediate Family" for employee sick leave purposes is parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, sisters-in-law, brothers-in-law, grandparents-in-law, daughters-in-law, sons-in-law, stepparents, step-grandparents, stepchildren, and legal guardians.

Household includes all persons residing therein.

- 17.2 Board Leave. The Board may, at its discretion, grant short-term leaves to employees not to exceed ten (10) days for reasons of a personal nature not permissible under sick day or emergency policies. These leaves will not be held to be contractual violations, but will be unpaid. Deductions for leaves of absence will be made at the employee's regular rate of pay.

- 17.3 Worker's Compensation. A standard worker's compensation insurance policy shall be maintained for protection against any liability imposed by law upon employers to compensate their employees or the employees' dependents according to the definite schedule of benefits provided in the Workers' Compensation Act of the State of Illinois, generally without regard to negligence or fault of either employee or employers.

- (a) Employees receiving benefits under the Illinois Workers' Compensation Act shall not receive any further remuneration from School District 272 during the time they must be absent from work in order to recover from the injury or disease.
- (b) If the employee is not eligible for compensation under the Illinois Workers' Compensation Act for the first three days of absence from work (if the lost time constitutes thirteen calendar days or less from the date of injury), if the employee is entitled to sick leave, the employee may use accumulated sick leave, for those three days.
- (c) An employee who receives benefits under the Illinois Workers' Compensation Act, must file a disability claim with the Illinois Municipal Retirement Fund. Such employee is then not required to contribute to the Illinois Municipal Retirement Fund during the period in which he/she is in receipt of temporary or accidental disability benefits.

- 17.4 Personal Business Day Leave. All full-time and nine-month non-probationary employees with 15 years of seniority in the district or more will be allowed a maximum of four days paid absence for personal business purposes; and employees with less than 15 years of full-time seniority in the district will be allowed a maximum of two days paid absence for personal business purposes. Personal business leave will not be granted during the first or last week of school, nor the day before or the day after a vacation or legal holiday except in cases of emergency, which shall be granted by the Superintendent. No more than five (5) personal business day leaves may be granted by the District on

one day. Unused personal business days shall be credited toward accumulated sick leave at the end of each school year. Personal business leave shall not be available during a work stoppage of any kind. Requests for such leave shall be submitted in writing to the Superintendent or a designee a minimum of five calendar days prior to the departure day except in cases of emergency.

17.5 Jury Duty. Employees called for jury duty are expected to serve unless disqualified and will not lose regular pay, but must pay to the Board all monies received for such service, exclusive of payment for transportation and meals. If the jury duty pay exceeds the employee's District pay, the difference may be kept by the employee.

17.6 Unpaid Leaves of Absence.

Employees may be eligible for unpaid leaves of absence for any of the following reasons, subject to the general conditions for leave hereinafter provided and any other specific conditions which may apply as set forth in subparagraphs A through I below:

- (a) Maternity/Child-Rearing/ Adoption Leave. Any non-probationary employee may be entitled to maternity/child rearing/adoption leave without pay or other benefits subject to the general conditions of Section 2 below. The effective dates of the leave shall be determined by the employee and the Superintendent or designee. An employee not eligible for or not desiring maternity leave may utilize accumulated sick leave during any period of medical disability related to her pregnancy and/or to the delivery of the child. If such employee has exhausted accumulated sick leave, she/he may be granted a leave of absence without pay or other benefits during such period of disability subject to Section B below.
- (b) Disability Leave. Any non-probationary employee who is temporarily disabled and has exhausted all available sick leave at the time all said leave has been exhausted, may apply for a disability leave without pay or other benefits (except as eligible under a retirement system) subject to the general conditions of Section 2 below. Such leave shall be for the period of temporary disability only. For the purposes of this Section, any absence because of disability or incapacity for less than ninety (90) consecutive work days, or for less than 90 out of 120 work days, from the same illness or incapacity shall be deemed a temporary disability. Thereafter such absence shall be deemed a permanent disability.
- (c) General Leave. Any non-probationary employee may request a leave without pay and other benefits for such other purposes deemed appropriate and beneficial to the District as determined by the Board, subject to the general conditions of Section 2 below.

2. General Conditions for Leave of Absence. Unless otherwise set forth herein, any leave of absence granted by the Board for the reasons stated in Section 1 above is subject to the following general terms and conditions.

- (a) Time Lines for Requesting Leaves. Application for an unpaid leave shall be made in writing to the Superintendent or designee at least sixty (60) calendar days prior to the proposed start of the leave. An emergency request or an unpaid leave of absence may be submitted with as much advance notice as possible under the circumstances. The application shall indicate the requested starting and ending dates of the leave and the basis for the emergency.
- (b) Medical Substantiation. Any request for a leave based upon personal medical reasons shall be accompanied by a physician's statement indicating medical disability. Evidence from a qualified physician indicating the employee's ability to perform all assigned duties shall be submitted preferably at least thirty (30) calendar days, but in any event as early as reasonably possible, prior to the return of any employee on an unpaid leave for personal medical reasons. The District may require examination by a physician or other medical practitioner of its choosing, at Board expense. If a question exists concerning fitness to perform all assigned duties, the judgment of the Board selected expert shall be determinative.

- (c) Structuring of Leave. After consultation with the employee, the Superintendent or designee shall prepare a plan for the commencement and termination of any leave of absence recommended for approval, taking into consideration maintenance of continuity and quality of the related District programs or needs of the District as a primary criteria, duration of the leave requested, availability of qualified substitutes and other pertinent factors related to the request. Such leaves shall commence upon (1) the date agreed upon by the Superintendent or designee and the employee; (2) in cases of anticipated disability, no later than thirty (30) calendar days prior to the anticipated date of disability; or (3) the actual date of disability; whichever shall first occur.
- (d) Sick Leave. Sick leave shall not be applicable during the period of any leave. Any accumulated sick leave available at the commencement of the leave shall be available to the employee upon return to employment in the District.
- (e) Insurance Benefits. With the consent of the carrier, an employee on an unpaid leave of absence may maintain insurance benefits by making timely payment of all premiums which may be due, to the business office.
- (f) Early Return from Leave. An employee on an approved leave of absence may request in writing to return from leave if the reasons for the leave no longer exist, subject to the discretion of the Superintendent or his designee.
- (g) Board Discretion. Notwithstanding the general conditions set forth above, the Board retains the sole discretion to grant or extend any discretionary unpaid leave of absence under any conditions deemed appropriate except the following: requests for maternity leaves and personal medical disability leave for up to one year shall be granted upon medical substantiation provided in paragraph B and subject to the other General Conditions of Leave. The granting or denying of any unpaid leave or extension thereof, except for maternity leaves and personal medical disability leaves for up to one year as provided herein, shall not be precedential with respect to any other request for leave by an employee and the Board's decision shall not be subject to the grievance process.
- (h) Eligibility for Further Leaves. Anything in this section to the contrary notwithstanding, an employee who has been granted an unpaid leave of absence shall not become eligible for a subsequent leave unless and until such employee has returned to full-time service for at least one (1) complete year, provided only under exceptional circumstances the Board may grant such leave in its sole and absolute discretion. The granting or withholding of such leave shall be without precedential effect and shall not be subject to the grievance process.
- (i) Benefits during Leave. Neither advancement on the salary schedule nor seniority shall accrue during leaves of absence in excess of 15 months. An employee granted a leave of absence may return and be assigned to the same position which was held at the time the employee commenced the leave, for up to 30 days. An employee granted a leave longer than 30 days may return and be assigned to the same position upon return to work if that position is still vacant and still in existence, but the District shall not be under any obligation to hold the position for the employee longer than 30 days.

17.7 Military Service. Employees enlisting or entering the military service of the United

States, pursuant to the provisions of the Military Selective Service Act of 1967, as amended, shall be granted all rights and privileges provided by the Act.

17.8 Union Leave. The Board shall grant the Union one (1) person a maximum of two (2) days to attend conventions, educational meetings, and conferences without loss of pay.

In granting said request, the Board shall not incur any expenses other than substitute pay.

A written notice specifying the names of the employees attending such function will be furnished by the Union two (2) weeks prior to the requested dates.

The Board agrees to allow on-duty employees to attend local Union evening meetings and be absent from work provided the Union provides the District and the immediate supervisor with a notice prior to the meeting. An evening meeting shall, for the purpose of this section, be defined as one commencing after 4:00 p.m. An employee shall complete assigned work shift hours.

17.9 Bereavement Leave. The Board shall grant 3 paid days for bereavement before using sick or personal days for a death in the Employee's immediate family. Immediate family shall have the same definition as that provided for within the Certified Staff Collective Bargaining Agreement.

17.10 Annual Report of Leave. The Board shall annually provide to each employee, within thirty (30) days of the first day of student attendance in the fall semester, a statement showing current available sick leave and personal days. If no concern is raised within thirty (30) days thereafter, the statement shall become final and non-greivable.

ARTICLE XVIII

NEGOTIATIONS PROCEDURES

18.1 This Agreement shall be effective as of ratification by both parties, and shall remain in full force and effect until the last day of June, 2026, and shall be automatically renewed from year to year thereafter unless either party shall provide the other party with a written demand for negotiations for a new contract. The Board and the Union shall commence bargaining within thirty days from the demand to bargain; however, in no event shall negotiations commence earlier than April 1 (unless the parties otherwise mutually agree) providing demand is made as provided hereunder.

18.2 During such negotiations, (after expiration of the contract on June 30, 2026), all articles governing salary and fringe benefits for the previous year shall remain in effect until new terms are mutually agreed upon or until impasse has been declared by either side. It is understood however, that there shall be no change from each employee's 2025-2026 salary or increase in fringe benefits or fringe benefit costs until the new agreement is reached.

ARTICLE XIX

ENTIRE AGREEMENT

- 19.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- 19.2 This Agreement may only be amended during its term by the mutual agreement of both parties in writing.
- 19.3 This Agreement contains the entire agreement between the parties hereto and supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.
- 19.4 This Agreement terminates and cancels all collective bargaining agreements made between the parties hereto prior to the date of execution hereof.
- 19.5 Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

ARTICLE XX

UNIFORMS

- 20.1 The Board of Education will provide uniform shirts for all full-time and part-time custodians. The uniform shirts will be laundered at no expense to the employee. All custodians will be required to wear the shirts provided unless given prior permission to participate in a school spirit day or similar event.
- 20.2 The Board of Education will provide aprons for all full-time and part-time cooks.

ARTICLE XXI

EVALUATIONS

- 21.1 Each employee will be evaluated on a yearly basis. The staff member being evaluated shall be provided with a copy of his/her evaluation.
- 21.2 The lunchroom supervisors at Central school shall be evaluated by the building principal with input from the head cook.

ARTICLE XXII

FORMS

- 22.1 Forms included within this Contract are only for purposes of information and convenience to employees. The inclusion of these forms in the Appendix shall not prohibit the Board in any way from unilaterally amending or changing the forms, school calendar, work schedules, job positions, titles or duties of employees. Such amendment or changes by the Board shall not be subject to the negotiation or grievance process, unless otherwise provided elsewhere in this agreement.

This Agreement is entered into and executed this 16th day of June, 2022.

TEAMSTERS LOCAL UNION #722,
AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN, AND
HELPERS OF AMERICA FOR THE
AMBOY SCHOOL DISTRICT #272 SUPPORT
STAFF PERSONNEL

AMBOY COMMUNITY UNIT SCHOOL
DISTRICT NO. 272

By Frank Berger
President

By Nicholas...
Board President

Louis Lassiey
Union Representative

Eba Payne
Board Secretary

Jim Dowd B.A.
Union Representative

Union Representative

Union Representative

Union Representative

Union Representative

Union Representative

WAGE INCREASES/LONGEVITY PAY/INSURANCE

WAGES

All current employees of the District shall receive in the 2022-2023 contract year a \$1.25 per hour increase over the 2021-2022 contract year and longevity pay increase as computed by the accrual computation utilized in past agreements and as specified below retroactive.

All current employees of the District shall receive in the 2023-2024 contract year a \$1.25 per hour increase over the 2022-2023 contract year and longevity pay increase as computed by the accrual computation utilized in past agreements and as specified below.

All current employees of the District shall receive in the 2024-2025 contract year a \$1.25 per hour increase over the 2023-2024 contract year and longevity pay increase as computed by the accrual computation utilized in past agreements and as specified below.

All current employees of the District shall receive in the 2025-2026 contract year a \$1.00 per hour increase over the 2024-2025 contract year and longevity pay increased as computed by the accrual compensation utilized in past agreements and as specified below.

LONGEVITY SCALE

Employees covered by the Agreement who have completed years of service shall receive a longevity raise, retroactive. For employees with one (1) year and through ten (10) years shall receive \$0.03 for each year added to their hourly wage. Employees who have eleven (11) years of service and through twenty-five (25) years shall receive \$0.02 for each year (in addition to the longevity amounts previously earned by means of previous longevity computations) added to their hourly wage. Employees who have twenty-six (26) years and up, for each year after, the employee shall receive in addition \$0.01 for each year of service (in addition to the longevity amounts previously earned by means of previous longevity computations) added to their hourly wage. These amounts are in addition to wage rates and longevity amounts earned and computed in past years pursuant to past agreements, thereby enhancing the wage rates and longevity earnings of the affected employees.

INSURANCE

The Board and employees shall share the cost of the total insurance in the same manner as the teachers and Board share cost for the same health insurance coverage under the current and any successor Collective Bargaining Agreement between the Board and the Amboy Education Association or any successor agreement between such parties. (Note, this last sentence is intended to be a "me too" clause for purposes of determining the *pro rata* share of the Board's and employee's amounts for insurance.

CLASSIFICATION LISTING

AIDES TITLES

Hearing Impaired Aide
Hearing Interpreter Aide
Paraprofessional
Reading Paraprofessional
At-Risk Aide
Library Aide
Library Aide/Cafeteria Cashier

HEALTH CARE

School Nurse (RN)
Health Aide
CNA
LPN
RN

BUILDING SECRETARIES & ATTENDANCE CLERK

Building Secretary
Attendance Clerk/Library Aide
At-Risk Secretary/Parent Coordinator
Data Coordinator
Attendance Clerk

CAFETERIA WORKERS

Head Cook
Assistant Head Cook
Cook
Cafeteria Worker
Lunchroom Supervisor
Playground Supervisor
Ala Carte/Cashier
Cashier

CUSTODIANS

Head Custodian
Custodian
9-Month Custodian
Utility Custodian

LIBRARY STAFF

Library Technician

EXPLANATION OF CLASSIFICATIONS

***164-172 DAY EMPLOYEES:** Lunchroom Supervisors
Playground Supervisors
School year minus 4 institute days, 2 parent/teacher conference days.

***164-174 DAY EMPLOYEES:** Paraprofessional
Hearing Impaired Aide
Hearing Interpreter Aide
Reading Paraprofessional
Library Aide Junior High
Library Aide/Caft. Cashier
9-Month Custodian
Assistant Head Cook
Cook
Cafeteria Worker
Ala Carte Cashier
Attendance Clerk/Library Aide
Data Coordinator
Cashier
School year minus 4 institute days and 2 parent/teacher conference days.

175 DAY EMPLOYEES: Health Care classification employee's School year minus 4 institute days and 2 parent/teacher conference days. Plus 1 day before school starts.

***169-177 DAY EMPLOYEES:** Head Cooks
School year minus 4 institute days and 2 parent/teacher conference days.
Plus 9 menu planning days.

179 DAY EMPLOYEES: Library Technician Central School
At-Risk Aide
At-Risk Secretary/Parent Coordinator
School year minus 4 institute days and 2 parent/teacher conference days. Plus 5 days before or after the school year.

188 DAY EMPLOYEES: Building Secretary

School year including institute days and two days at the end of the school year

Plus 8 additional days.

205 DAY EMPLOYEES: High School Secretary

School year including institute days and two days at the end of the school year.

Plus 25 additional days.

240 DAY EMPLOYEES: Custodian

Refer to 240 day work calendar.

250 DAY EMPLOYEES: Head Custodian

Utility Custodian

Refer to 250 day work calendar.

* Minus 9 SIP days where applicable

TEAMSTERS LOCAL 722 - GRIEVANCE REPORT

Name of Employee _____ Date Reported _____

Address _____

Name of School District _____

Address _____

**Step 1. ATTEMPTED VERBAL SETTLEMENT
WITH ADMINISTRATOR AND/OR SUPERVISOR**

Date _____ Union Representative _____

Decision _____

Step 2. PRINCIPAL OR SUPERVISOR LEVEL

Date _____ Union Representative _____

Decision _____

Step 3. SUPERINTENDENT LEVEL

Date _____ Union Representative _____

Decision _____

Step 4. BOARD LEVEL

Date _____ Union Representative _____

Decision _____

Step 5. ARBITRATION

Date _____

NATURE OF GRIEVANCE

Steward's Signature

Employee's Signature

Employer's Signature

APPENDIX E

Base Pay Schedules

	<u>2022-2023</u>	<u>2023-2024</u>	<u>2024-2025</u>	<u>2025-2026</u>
<u>Aides</u>				
Library Aide	\$ 13.30	\$ 14.55	\$ 15.80	\$ 16.80
Paraprofessional	\$ 13.30	\$ 14.55	\$ 15.80	\$ 16.80
Reading Paraprofessional	\$ 13.30	\$ 14.55	\$ 15.80	\$ 16.80
Library Aide/ Caft. Cashier	\$ 13.30	\$ 14.55	\$ 15.80	\$ 16.80
At-Risk Aide	\$ 13.30	\$ 14.55	\$ 15.80	\$ 16.80
Hearing Impaired Aide	\$ 13.30	\$ 14.55	\$ 15.80	\$ 16.80
Hearing Interpreter Aide	\$ 16.80	\$ 18.05	\$ 19.30	\$ 20.30

Health Care

School Nurse	\$ 27.35	\$ 28.60	\$ 29.85	\$ 30.85
Health Aide	\$ 13.30	\$ 14.55	\$ 15.80	\$ 16.80
CNA	\$ 13.30	\$ 14.55	\$ 15.80	\$ 16.80
LPN	\$ 13.30	\$ 14.55	\$ 15.80	\$ 16.80
RN	\$ 13.30	\$ 14.55	\$ 15.80	\$ 16.80

**Building Secretaries
& Attendance Clerks**

Building Secretary	\$ 13.80	\$ 15.05	\$ 16.30	\$ 17.30
At-Risk Secretary/Parent Coordinator	\$ 13.30	\$ 14.55	\$ 15.80	\$ 16.80
Attendance Clerk/Library Aide	\$ 13.30	\$ 14.55	\$ 15.80	\$ 16.80

Cafeteria Workers

Head Cook	\$ 14.80	\$ 16.05	\$ 17.30	\$ 18.30
Assisstant Head Cook	\$ 13.50	\$ 14.75	\$ 16.00	\$ 17.00
Cook	\$ 13.30	\$ 14.55	\$ 15.80	\$ 16.80
Cafeteria Worker	\$ 13.30	\$ 14.55	\$ 15.80	\$ 16.80
Lunchroom Supervisor	\$ 13.30	\$ 14.55	\$ 15.80	\$ 16.80
Playground Supervisor	\$ 13.30	\$ 14.55	\$ 15.80	\$ 16.80
Ala Carte/Cashier	\$ 13.30	\$ 14.55	\$ 15.80	\$ 16.80

Custodians

Head Custodian	\$ 15.50	\$ 16.75	\$ 18.00	\$ 19.00
Custodian	\$ 13.40	\$ 14.65	\$ 15.90	\$ 16.90
9-Month Custodian	\$ 13.40	\$ 14.65	\$ 15.90	\$ 16.90
Utility Custodian	\$ 15.40	\$ 16.65	\$ 17.90	\$ 18.90

Library Technician

Library Technician	\$ 13.30	\$ 14.55	\$ 15.80	\$ 16.80
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Data Coordinator

Data Coordinator	\$ 13.30	\$ 14.55	\$ 15.80	\$ 16.80
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AMBOY COMMUNITY UNIT
DISTRICT #272

JOB POSTING

DATE: _____ TIME: _____

_____ OPENING(S) FOR _____

PAY RATE: _____

NUMBER OF DAYS: _____

NUMBER OF HOURS PER DAY: _____

IF INTERESTED, PLEASE APPLY, SIGN UP AND DATE THE POSTING WITH THE AMBOY SCHOOL DISTRICT SUPERINTENDENT'S OFFICE BY _____

Signature and date

- cc: District Office
- Central School
- Amboy Junior High School
- Amboy High School
- Head Steward File
- Union Office
- Amboy Bus Garage file
- Smart Start file
- Employee's File

EMPLOYEE WARNING RECORD

Employee Name _____ Assignment _____

Shift _____ Time _____ AM PM Date of Warning _____

As an employee, you have the right to have a union representative present during any discussion with a supervisor concerning any verbal or written warning. By signing this, you are saying that you do not want a union presentative present.

_____ Name

WARNING

Date of Violation _____ Nature of _____ Attitude _____ Insubordination _____
 Time of Violation _____ Violation _____ Carelessness _____ Disobedience _____
 Place of Violation _____ Tardiness _____ Substandard Work _____
 _____ Other: _____

DISTRICT REMARKS

Has employee been warned previously? _____ Yes _____ No

Form of Warning	When and by Whom		
	1 st Warning	2 nd Warning	3 rd Warning
Verbal			
Written			

EMPLOYEE'S REMARKS REGARDING VIOLATION

The absence of any statement on the part of the EMPLOYEE indicates his/her agreement with the report as stated.

I have entered my version of the matter above.
 Employee Signature _____ Date _____

ACTION TO BE TAKEN

Approved By _____ Title _____
 Date _____

I have read this "warning" and understand it.

Employee Signature _____ Date _____ Signature of Person Preparing Warning / Title / Date _____

CC: Employee Union Steward's File Supervisor's Signature _____
 District Office Union Office Seward's Signature _____
 Building Office

Acknowledgment of Receipt

The undersigned employee acknowledges that he/she was given a copy of the document attached hereto and labeled "Appendix G" on the date indicated below. The employee's signature on the acknowledgment of receipt shall not indicate agreement with the content of the disciplinary instrument, but rather acknowledgment that a copy has been provided to the employee.

Employee Signature _____ Date _____

(See attached Appendix G)

Letter of Understanding

The parties recognize that the Board has the right to contract out registered nursing services without bargaining the decision to do so or the impact of such decision. Nevertheless, the Board, without waiving this right to continue to contract out registered nursing services, agrees to discuss with the Union at the time of the Board contract for such services, at the request of the Union.

Memorandum of Understanding
Between
Amboy Community Unit School District No. 272 ("District")
And
Teamsters Local Union #722 for
The Amboy Community Unit School District No. 272 Support Staff Personnel ("Union")

August 31, 2010

Issue:

The District intends to hold two "clean up" or "school beautification" days per academic year designed to improve the aesthetical appearance of the school buildings and grounds. Such days may include, but shall not be limited to removal of garbage, yard waste or old plants and landscaping; the planting of flowers, shrubs and trees; painting of fences and other landscaping items; other beautification activities deemed appropriate by the District. The District may utilize non-bargaining unit labor for clean-up/beautification days, including administrators and non-employee volunteers

Agreement:

The Union agrees that the District may conduct two "clean up" or "school beautification" days per academic year as described above and that such shall not constitute a violation of the collective bargaining agreement nor may be the subject of any grievance or unfair labor practice.

Signature of Board Representative / date

Signature of Association President / date