

AGREEMENT

BETWEEN

**BOARD OF EDUCATION
QUINCY SCHOOL DISTRICT NO. 172
ADAMS COUNTY, ILLINOIS**

AND

**SERVICE EMPLOYEES'
INTERNATIONAL UNION
LOCAL 73**

EFFECTIVE JULY 1, 2019 – JUNE 30, 2022

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Preamble

This agreement (“Agreement”), between the Board of Education (“Board”) of Quincy School District No. 172, Adams County, Illinois (“the District”) and the Service Employees’ International Union, Local 73 (“the Union”), establishes specific understandings relative to rates of pay, hours of employment, fringe benefits and other conditions of employment of bargaining unit employees (“Bargaining Unit Employee”), and provides a means for the orderly disposition of grievances arising from alleged violations of the Agreement. The parties will promote a professional working environment to treat one another with dignity and respect and to encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels and among all Bargaining Unit Employees for the mutual interest of the Board, the District, the Bargaining Unit Employees, and the Union.

Article I Recognition

Section 1. The Bargaining Unit

The Board recognizes the Union as the exclusive representative of a bargaining unit comprised of all Head Start employees in the following classifications: regular full-time and regular part-time Head Start bus drivers, bus riders, cafeteria cooks, family support specialists and custodians, but excluding all managerial, supervisory, confidential, short-term and professional employees as defined by the Illinois Educational Labor Relations Act (“IELRA or Act”).

Section 2. New Classifications and Classification Title Changes

Any new classification covering Bargaining Unit work will become part of the Bargaining Unit. A classification title change will not result in the removal of Bargaining Unit Employees from the Bargaining Unit as long as they are performing substantially the same work.

Section 3. Protected Activities

The Union and the Board will not discriminate against any Bargaining Unit Employee because of Union membership or non-membership, or because the Bargaining Unit Employee is acting as a representative of the Union or its Bargaining Unit Employees pursuant to the provisions of this Agreement.

Article II Management Rights

The Board shall retain the full right and authority to operate and direct the affairs of the District in all its various aspects, including, but not limited to, all rights and authority exercised by the Board prior to the execution of this Agreement, except as modified in this Agreement. Such rights include, but are not limited to, the following: to plan, direct, control and determine all the operations and services of the District, to supervise and direct the working force; to establish the qualifications for employment; to employ, evaluate, lay off, discipline Bargaining Unit Employees subject to the provisions of Article IV; to schedule and assign work; to determine overtime; to establish work rules and standards as long as the rules and standards do not contradict the terms of the Agreement, and from time to time to change those rules and standards giving reasonable notification to Bargaining Unit Employee; and to carry out the mission of the District; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

Article III Union Rights

Section 1. Shop Stewards

The Board recognizes the right of the Union to designate up to five (5) Shop Stewards. The Board will be notified in writing by the Union as to the name of the Steward(s).

Section 2. Union Activity

Duly authorized representatives of the Union shall be permitted to transact official Union business on school property, during lunch periods and before and after school, provided that such activity does not violate the Illinois Ethics and Gift Ban Act or other applicable laws, shall not interfere with or interrupt normal school operations and that any Union representatives who are not District employees shall follow all security entry procedures and make their presence known to the building administrator.

Section 3. Postings

The Union shall have the right to post notices of its business affairs in a designated place in each worksite. Designated posting places will be visible and mutually agreed to by the building administrator and the appropriate Union representative. The District may direct the removal of any items posted on the bulletin board that in the District's judgment may be offensive, in poor taste, not appropriate for display, or violates the Illinois Ethics and Gift Ban Act or other applicable laws.

Section 4. Bargaining Unit Employee Information

At the conclusion of negotiations, and thereafter every January and June, the Board will provide the Union with the names, the last four digits of the Bargaining Unit employees' social security numbers, phone numbers, addresses, classifications, assigned hours of work, rates of pay and work locations of Bargaining Unit Employees. For new hires, this information shall be provided after employment is approved by the Board.

Section 5. Personnel Transactions

The Board will provide the Union each quarter with a report regarding any changes in a Bargaining Unit Employee's hours of work, rate of pay, work location, leaves, return from leaves and terminations.

Section 6. Union Leave

Bargaining Unit Employees shall receive an aggregate of five (5) days per year to attend Union meetings, conferences, conventions, etc., without loss of pay. The five (5) days may be used by one Bargaining Unit Employee or shared among Bargaining Unit Employees. In addition, Bargaining Unit Employees may be granted an aggregate of five (5) additional days of unpaid Union Leave upon approval of the building administrator. The Union will provide the building administrator written notice at least five (5) days in advance of any absence occasioned by this provision.

Section 7. Mail

The Union shall have the right to use employee mailboxes and interschool mail service for communication with Bargaining Unit Employees, provided it does not violate the Illinois Ethics and Gift Ban Act or other applicable laws.

Section 8. Health/Safety/Communication Committee

A committee composed of up to five (5) Bargaining Unit Employees and up to five (5) administrators may meet for the purpose of maintaining harmonious relations/communications and discussing safe and healthful work practices/conditions and equipment. There shall be a minimum of one (1) meeting per year unless mutually agreed by both parties. The Union shall have the primary responsibility of initiating the meeting(s) by contacting the Superintendent of the District or his/her designee ("Superintendent") in writing. The District may also initiate meetings by the Superintendent contacting the Union in writing.

Article IV Discipline

Section 1. Disciplinary Procedures

A Bargaining Unit Employee may be disciplined with just cause for violation of work rules, and in addition thereto, for acts or omissions to act which unnecessarily endanger the health, safety or property of students, other District employees or members of the public. Disciplinary action will be administered in a timely manner and as not to cause unnecessary embarrassment to the Bargaining Unit Employee.

The Union and Board subscribe to the concept of progressive corrective discipline. While it is desirable to follow the normal sequence of progressive corrective discipline, an infraction may be of such a serious nature as to warrant more severe actions immediately. Steps of progressive corrective discipline are: (1) verbal reprimand, (2) written reprimand, (3) suspension without pay, and (4) termination.

Discipline will be issued for just cause and will be issued as soon as practicable after the District becomes aware of the event or action giving rise to the discipline. An effort will be made to administer such discipline within thirty (30) days of the time the District becomes aware of the event or action giving rise to the discipline. In the event the District is unable to obtain evidence to support its charges due to matters beyond its control, the Bargaining Unit Employee and the Union will be notified within a thirty (30) day period that discipline may be administered at a later time when evidence becomes available to the District.

Section 2. Suspension With Pay

Nothing prohibits the Board or Superintendent from suspending Bargaining Unit Employees with pay pending an investigation of possible Bargaining Unit Employee wrongdoing. Suspensions with pay are not deemed disciplinary.

Section 3. Just Cause Suspension Without Pay and Termination

Prior to the suspension without pay or termination of a non-probationary Bargaining Unit Employee, the Bargaining Unit Employee shall have a right to a conference with the Superintendent. At the Bargaining Unit Employee's request, a Union representative will be present. The specific grounds forming the basis for the suspension or termination shall be made available to the Bargaining Unit Employee and the Union in writing at least forty-eight (48) hours in advance of such conference. Only the Board after a due process hearing can terminate a Bargaining Unit Employee.

Section 4. Other Conferences

A Union representative and Bargaining Unit Employee may also meet with the administration regarding verbal or written warnings/reprimands.

Where the administration desires to conduct an investigation interview of a Bargaining Unit Employee in which the results of the interview might result in discipline. If the Bargaining Unit Employee desires such Union representation, no interview shall take place without the presence of a Union Steward.

Article V Claim/Grievance Procedure

Section 1. Definitions

- A. A claim (“Claim”) is an informal complaint or concern that may or may not develop into a Grievance. A claimant (“Claimant”) is a Bargaining Unit Employee who makes a Claim.
- B. A grievance (“Grievance”) is a written assertion by a Bargaining Unit Employee and/or Union of an alleged violation, misinterpretation, or misapplication of this Agreement. A grievant (“Grievant”) is a Bargaining Unit Employee or the Union who presents a Grievance.
- C. The term “day” shall mean a calendar day unless otherwise specified.

Section 2. Purpose

The purpose of the Claim/Grievance procedure is to implement the process outlined in this Article so that every attempt is made to resolve Claims/Grievances equitably, promptly and at the lowest possible Claim/Grievance step.

Section 3. Procedure

- A. A Grievance shall be processed on the Grievance Report Form, which is provided as Appendix A. All persons receiving written Grievance documents shall acknowledge time of receipt.
- B. A Claim or Grievance may be withdrawn at any level without establishing a precedent.
- C. Hearings and conferences under this procedure shall be conducted at a mutually agreeable time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend. When such hearings and conferences are held during school hours, all Bargaining Unit Employees whose presence is required shall be excused, with pay, for that purpose.
- D. The failure of a Bargaining Unit Employee or the Union to follow the prescribed time limits of this grievance procedure will render the grievance null and void. Failure by the District to give a decision within the prescribed time limits shall cause the Grievance to proceed to the next Step. The time limits set forth in Steps one (1) through four (4) below shall be the maximum allowable to both parties. Time limits may be extended by mutual agreement. Any grievance of a suspension without pay or discharge may be commenced at Step 3 below.
- E. Any investigation or other handling or processing of a grievance by the grieving Bargaining Unit Employee or Bargaining Unit Employee Representative shall be conducted so as to result in no interference with or interruption of assigned work activities. The grieving Bargaining Unit Employee and/or Bargaining Unit Employee Representative may, with the express permission of his/her

designated supervisor, be released from assigned work activities without loss of pay to investigate a grievance. In this regard, the designated supervisor's decision is final.

- F. The Union reserves the right to appeal all grievances up to and including binding arbitration.

Step 1: The Grievance Prevention Step. Any Claim shall be presented informally within ten (10) days from the date of the event giving rise to the Claim. When a Bargaining Unit Employee makes the Claim, the presentation shall be made to the building administrator. Those present at an oral presentation shall try to achieve a satisfactory resolution so the person making the Claim will not initiate a Grievance.

Step 2: File Grievance/Building Meeting. If the Claim cannot be resolved informally, the Union shall file the Grievance in writing with the building administrator. The written Grievance will be on the Grievance Form and will state the nature of the Grievance, specific clause or clauses of the Agreement allegedly violated, and the remedy requested. The filing of the Grievance must be within ten (10) days from the date of the Step 1 meeting. Within ten (10) days after such written Grievance is filed, the Bargaining Unit Employee, the Union representative and the building administrator, shall meet to resolve the Grievance. The building administrator shall make a decision on the Grievance and communicate it in writing to the Bargaining Unit Employee, the Union, and the Superintendent within ten (10) days.

Step 3: Central Office Meeting. In the event a Grievance has not been satisfactorily resolved at Step 2, the Union shall file, within ten (10) days of the receipt of the building administrator's written decision at Step 2, a copy of the Grievance with the Superintendent. Within ten (10) days after such written Grievance is filed, the Bargaining Unit Employee, Union representative and the Superintendent, shall meet to resolve the Grievance. The Superintendent shall make a decision on the Grievance and communicate it in writing to the building administrator, the Bargaining Unit Employee and the Union within ten (10) days.

Step 4: Arbitration. If a satisfactory resolution is not reached at Step 3, the Union may submit the Grievance to final and binding arbitration. The request for arbitration shall be submitted to the Federal Mediation and Conciliation Service ("FMCS"). If a demand for arbitration is not filed within fifteen (15) days of the date of the Superintendent's written decision, then the Grievance shall be deemed withdrawn.

- A. The arbitrator shall have no power to alter, amend, modify, nullify, ignore or add to the terms of this Agreement.
- B. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and FMCS shall be divided equally between the parties with the following exception. When the issue which is the subject of arbitration exclusively involves the propriety of the issuance of a verbal reprimand or written reprimand, the losing party shall pay the full cost of the arbitrator.
- C. If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the parties.

Article VI
Dues Deduction and Fair Share

Section 1. Dues Deduction

Upon receipt of a written and signed authorization card from a Bargaining Unit Employee prior to the fifth day of each month, the District shall deduct from the employee's paycheck each pay period the uniform Union dues and initiation fees, if any, and any other contributions toward a Union program or fund set forth by the Union, and any authorized increases thereto, and shall remit such deductions to the Secretary/Treasurer of the Union at the address designated by the Union on a periodic basis, but no later than fifteen (15) days after such deductions are made. The Union may change the amount of dues by giving the District at least thirty (30) days written notice of the amount of such change.

If a Bargaining Unit Employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Union shall be responsible for collection of dues.

Section 2. COPE

Upon receipt of authorization from Bargaining Unit Employees to contribute to the SEIU COPE Fund, the District agrees to deduct the contributions from the pay of those members and remit to the Union each pay period. The Union shall notify the District of the per pay period amount that is to be deducted.

Section 3. Indemnification

The Union shall indemnify and hold the Board, the District, and its agents harmless from and against any and all claims, demands, actions, complaints or other forms of liability, including but not limited to, damages, attorneys' fees and costs arising out of or by reason of any actions taken or not taken by the Board or District for the purpose of complying with Sections 1 and 2 of this Article, or in reliance on any list, notice, authorization, certification or affidavit furnished under Sections 1 and 2.

Section 4. Dues Remittance Report

The District will provide a dues remittance report each month in a format agreed to by the District and Union.

Article VII
Probationary Employment

Newly hired Bargaining Unit Employees will be on probation for the first ninety (90) work days of employment. The Union and the District may mutually agree to extend the probationary period when warranted by individual circumstances. During the probationary period, probationary Bargaining Unit Employees shall be subject to termination without prior notice at the sole discretion of the Board and such action shall not be subject to the grievance and arbitration provisions of this Agreement. Upon the successful completion of the probationary period, the probationary Bargaining Unit Employee shall be given full seniority credit back to the most recent date of employment and will be placed on the appropriate seniority list accordingly.

Article VIII
Seniority

Section 1 – Seniority means length of continuous service as a regular permanent employee of the District. Classification seniority means length of service within a classification. Seniority shall be measured from the

first day the Bargaining Unit Employee begin his/her employment with the District or within a classification. If a Bargaining Unit Employee moves to a different classification, his/her classification seniority shall be frozen at his/her seniority level within that classification.

Classification seniority shall be used for vacation scheduling, bus route bidding, reduction in force, layoff, and recall provided the Bargaining Unit Employee is qualified to perform the duties of the position.

Qualifications and/or qualities being equal, as determined by the District, a Bargaining Unit Employee applying for a Bargaining unit vacancy will be offered the vacant position over a non-Bargaining Unit employee.

If two (2) or more Bargaining Unit Employees have the same seniority, their position on the seniority list for that classification shall be determined by the drawing of lots.

All seniority shall be lost upon resignation, retirement, transfer or promotion out of the Bargaining Unit, dismissal for just cause or upon reduction in force when recall rights expire.

Section 2 – Seniority lists for each classification of position shall be established by the Board, in consultation with the Union, on or before February 1 of each year. The lists shall be posted in each building. In addition, a Union representative will be given a copy of the lists. Each Bargaining Unit Employee shall have until March 1 of each year to file a written objection(s) to his/her placement, or lack of placement, on the appropriate seniority list(s).

Section 3 – The classification of position shall be:

- A. Bus Drivers
- B. Bus Riders
- C. Family Support Specialists
- D. Cooks (cooks, elementary managers, assistant managers or managers)
- E. Custodians

Section 4. Non-Bargaining Unit Employees will not ordinarily or generally be assigned to perform the work of Bargaining Unit Employees. This shall not be construed, however, to prevent the performance of Bargaining Unit work by such non-Bargaining Unit Employees due to absenteeism, tardiness, training, or emergency. The District and Union recognize that certain noon time bus routes are driven by non-Bargaining Unit Employees. These bus routes are not considered Bargaining Unit work. Additional routes that include a.m., noon and p.m. shall be Bargaining Unit work.

Article IX

Reduction in Force/Layoff and Recall

Section 1 - Whenever it is deemed necessary by the Board to reduce the number of Bargaining Unit Employees due to lack of funds, lack of work, job abolition, discontinue a particular type of educational support service, or other legitimate reason, the reductions shall be made by laying off any probationary Bargaining Unit Employee in the affected classification first. If further reductions are necessary, the least senior Bargaining Unit Employee in the affected classification of position shall be laid off. This process shall be repeated until the reduction in force is completed.

A Bargaining Unit Employee dismissed as the result of a reduction in force shall be given written notice at least thirty (30) days before the dismissal, together with a statement of honorable dismissal.

A Bargaining Unit Employee shall have the right of recall within one (1) calendar year from the beginning of the following school term. Bargaining Unit seniority shall neither increase nor decrease during the recall period.

Section 2 – If the District has any vacancies for the following school term or within one (1) calendar year from the beginning of the following school term, the position(s) thereby becoming available within a specific classification of position shall be tendered in writing to the Bargaining Unit Employee honorably dismissed from that classification of position in the inverse order of layoff. The offer shall be sent by certified mail, return receipt requested, to the Bargaining Unit Employee’s address on file with the District.

Section 3 – When the District tenders an offer pursuant to Section 2, the Bargaining Unit Employee will have fifteen (15) calendar days after receipt of the offer to accept the offer in writing. Failure to notify the District of acceptance of the offer shall constitute rejection of the offer. If a Bargaining Unit Employee rejects an offer, the Bargaining Unit Employee 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 time period.

Article X Subcontracting

Absent extraordinary circumstances, the District will not outsource or subcontract work historically performed by the bargaining unit for the duration of this Agreement. The Board, however, during the term of this Agreement, reserves the right to seek bids for such services if such services will occur after the expiration of the Agreement. The District will notify the Union when it exercises its right to seek bids. The Board recognizes its duty to bargain any proposal to outsource or subcontract such services. This Article will sunset on June 30, 2012 and be of no legal effect thereafter. The provisions of this Agreement will not constitute the status quo upon the expiration of the Agreement.

Article XI No Strike No Lockout

Section 1. No Strike. During the term of this agreement and any extension thereof, no Bargaining Unit Employee covered by this Agreement, or the Union, nor any person acting on behalf of the Union shall engage in, authorize, or instigate any strike, sympathy strike, slowdown or refusal to work. Any Bargaining Unit Employee violating this provision of the Agreement shall be subject to disciplinary action up to and including termination.

Section 2. No Lockout. The Employer will not lockout Bargaining Unit Employees during the term of this Agreement or any extension thereof.

Article XII Bargaining Unit Employee Evaluations

The Union and the District recognize the value of the evaluation process. The evaluation of Bargaining Unit Employees shall be for the assessment/improvement of the Bargaining Unit Employee’s job performance. The evaluation process is not to be used as the primary process for discipline.

Article XIII

Leaves

Section 1. Sick Leave

Each Bargaining Unit Employee whose regular scheduled work week consists of 30 hours or more shall be granted 12.5 sick leave days per school year, 3 of which may be used for personal leave as provided in Section 3 of this article. No more than 3 personal leave days may be used per year.

Bargaining Unit Employees whose regular scheduled work week consists of at least 20 hours per week but less than 30 hours per week will be granted 10 days of sick leave, 2 of which can be used for personal leave. A Bargaining Unit Employee's hours per week will be rounded to the nearest 20 or 30 hours to determine sick leave. However, no rounding up will be done to qualify for 20 hours.

A sick leave day shall be the same length as the Bargaining Unit Employee's regular work day.

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. Immediate Family ("Immediate Family") shall be defined as: parent(s), step parent(s), spouse, brother(s), sister(s), step-brother(s), step-sister(s), child(ren), foster child(ren), as defined by DCFS, grandparent(s), grandchild(ren), dependents, as defined by the IRS, and legal guardians or the corresponding relatives of the Bargaining Unit Employee's spouse.

Serious illness is defined as being an illness which an attending physician would designate, if requested, as sufficiently serious to require the presence of the Bargaining Unit Employee at the bedside. Serious or personal illness may require written verification from the attending physician.

Unused sick leave shall accumulate without limit and a Bargaining Unit Employee shall have the ability, within IMRF regulations, to apply those days toward service credit.

Section 2. Maternity Leave

Maternity leave is granted for 6 weeks (42 calendar days) from the date of birth or adoption. A written request should be sent to the Personnel Office requesting the leave. Accumulated sick leave can be used for this period of time. An extension can be requested for an additional 2 weeks (14 calendar days) for a medical reason with a physician's written note. Accumulated sick leave can also be used for the extension. If a Bargaining Unit Employee doesn't have accumulated sick days to cover the length of the absence, the days will be unpaid leave. Bargaining Unit Employees desiring maternity leave should contact the Superintendent in writing as far in advance of such leave as possible indicating approximate start and end date of the leave.

Section 3. Personal Leave

Personal leave shall be used for the purpose of handling personal business and no reason need be given. A written application for personal leave shall be made to the immediate supervisor. Notice of personal leave shall be given as early as possible in advance of the requested leave and except in emergency situations shall be at least 2 days prior to the day of leave.

- A. Personal leave days may not be taken during the first or last 5 days of school, on days when final examinations or special programs are scheduled, or on the first working day preceding or following a vacation, holiday, or institute day, except in emergency situations as approved by the Superintendent.

- B. On any particular day, the District may limit the number of Bargaining Unit Employees who may take personal leave.

Section 4. Funeral Leave

In the event of a death in a Bargaining Unit Employee's Immediate Family, or the death of a brother-in-law, sister-in-law, son-in-law or daughter-in-law, funeral leave shall be allowed up to 4 days per occurrence. One day of funeral leave shall be allowed for aunts, uncles, nieces or nephews or the corresponding relative of the Bargaining Unit Employee's spouse. Bargaining Unit Employees must work 20 hours or more per week to be eligible for paid funeral leave. Personal leave shall be used for attendance at other funerals.

Section 5. Court Appearances

- A. Bargaining Unit Employees called for jury duty when school is in session shall receive full salary during the time the Bargaining Unit Employee is on jury duty. Jury duty remuneration received by the Bargaining Unit Employee shall be forfeited by the Bargaining Unit Employee to the District.
- B. A Bargaining Unit Employee issued a court subpoena concerning matters relating to his/her employment by the District shall receive full salary for each working day of required absence providing the Bargaining Unit Employee forfeits to the District any witness fees received. This provision is not applicable if the Bargaining Unit Employee is subpoenaed to testify under the following conditions:
 - 1. A matter in which either the Bargaining Unit Employee, or any of the Bargaining Unit Employee's Immediate Family, or any business associate have a financial interest.
 - 2. If the Bargaining Unit Employee is a witness against the District, the Board, or its representatives as a result of any legal actions commenced by or on behalf of the Union, its agents or Employees, or as the result of any legal actions arising from collective negotiations between Union, and the Board.
 - 3. If the Bargaining Unit Employee has been charged with negligent or wrongful acts alleged to have been committed in the scope of employment or under the direction of the District and the Bargaining Unit Employee is found guilty by a jury or court of the charges brought against such Bargaining Unit Employee.

Section 6. Military Leave

An appropriate military leave of absence shall be granted to any qualified Bargaining Unit Employee in accordance with the provisions of Section 10-20.7b of the Illinois School Code and Title 38, United States Code, Chapter 43-Employment and Reemployment Rights of Members of the Uniformed Services.

Section 7. Extended Leave of Absence

- A. A request for an extended leave of absence shall be in writing to the Superintendent. Granting of an extended leave of absence shall be at the discretion of the Board.
- B. An extended leave of absence will be without pay, and salary increments based upon experience shall not accrue during a leave of absence.
- C. A Bargaining Unit Employee on an extended leave of absence shall retain his/her seniority date but will not receive additional service credit during the period of leave.

- D. A written notice of intention to either return or resign shall be given to the Superintendent thirty (30) calendar days prior to the expiration of the leave.
- E. The District may require a Bargaining Unit Employee returning from an extended leave of absence to furnish a statement from a physician or other medical practitioner indicating the Bargaining Unit Employee is capable of returning to work.

Section 8. Extended Medical Leave

A Bargaining Unit Employee may apply for an extended medical leave for health reasons for the remainder of a current school year. A request for such leave must be accompanied with a statement from a physician indicating that such leave is necessary for the physical or emotional well-being of the Bargaining Unit Employee. Extended medical leave shall be considered an extended leave of absence as outlined in Section 7 above.

Article XIV Hours of Work and Overtime

Section 1. The workweek, for the purpose of pay including the calculation of overtime, shall consist of seven (7) days beginning Monday 12:01 a.m. through Sunday, 12:00 p.m.

Section 2. A Bargaining Unit Employee shall receive overtime pay 1½ times the regular hourly rate for hours worked beyond forty (40) hours in any given work week.

Section 3. A Bargaining Unit Employee will be paid his/her regular hourly wage for attending meetings when approved by the supervisor which occur outside of his/her regular work day.

Article XV Bus Drivers Requirements and Field Trip Opportunities *This article applies to Bus Driver Bargaining Unit Employees only.*

Section 1. Physical Examination. The District will reimburse Bargaining Unit Employees for their state required CDL physical exam from the physician or medical provider of their choice. The District will negotiate a rate annually with a local medical provider and will reimburse the Bargaining Unit Employee up to that year's negotiated rate. Reimbursement will be made to the bus driver or directly to the medical provider if requested.

Section 2. Commercial Drivers License. The District shall pay for the cost of the Commercial Drivers License. Bargaining Unit Employees shall submit their receipt of the charge incurred for renewing the C.D.L. and shall be reimbursed for said cost.

Section 3. Drug Testing. Pursuant to Illinois Revised Statute, Chapter 95 1/2, Section 6-106.1 all bus driver applicants are subject to drug testing in accord with standards prescribed by the State Superintendent of Education. Bus drivers shall obtain their state required drug test at a local District-designated medical facility. The District shall make payment directly to the medical facility. Drug testing will be scheduled either during assigned working hours or immediately before or after assigned working hours. Any time spent outside the assigned work time, including travel to and from, will be compensated at his/her regular hourly rate.

If the examining physician determines there is no legitimate medical explanation for a positive test result for one or more of the tested drugs, the applicant shall be ineligible to receive a school bus driver permit 23 Ill. Admin. Code 275.30 (f) and accordingly shall not be employed as a bus driver for the District. Any current bus driver who tests positive on renewal of his/her license for the tested drugs with no determination from the examining physical that there is a legitimate medical explanation for the positive test result shall be discharged as an employee of the District.

Accidents. Pursuant to Illinois Revised Statute, Chapter 95 1/2, Section 6-516 the driver of any school bus involved in an accident is deemed to have given consent to submit to a test or tests to be administered at the discretion of a law enforcement officer subject to the provision of Section 11-501.2 of the Ill. Rev. Stat., Ch. 95 1/2, of the drivers breath, blood or urine for the purpose of determining the presence of alcohol or other drugs in the person's system. Failure to voluntarily consent to such testing shall be grounds for discharge as an employee of the District. A positive test for alcohol or any drug which might or could impair the driver shall be grounds for discharge as an employee of the District.

Selected Testing. Any bus driver suspected of using alcohol or other drugs, at any time he/she is acting in the employ of the District as a bus driver, shall be subject to a drug test of the same nature and to the same extent as if he/she were involved in an accident. The test may be requested by the Superintendent or his/her designee or the Director of Transportation at any reasonable time and place when the Superintendent or his/her designee or the Director of Transportation determines at his/her sole discretion that such test would be in the interest of the safety of students. Failure to take the test upon request or testing positive for alcohol or any drug which might or could impair the driving ability of the bus driver shall subject the bus driver to discharge as an employee of the District.

Section 4. Field Trips and Other Extra Opportunities. Field trips and other opportunities of extra work outside of the normal work duties will be offered to qualified Bargaining Unit Employees by seniority. If a Bargaining Unit Employee declines an opportunity for extra work, he/she will not be eligible for another opportunity until the rotation of Bargaining Unit Employees by seniority is completed. Bargaining Unit Employees will receive a stipend rate of \$13.00 per hour, with a two-hour minimum, for Head Start field trips and will receive their regular hourly rate of pay for other extra work. Bargaining Unit Employees will be paid the same stipend rate as other District employees for non-Bargaining Unit work.

ARTICLE XVI Compensation and Benefits

Section 1. Compensation

The wage rates of all Bargaining Unit Employees covered by this Agreement are set forth in the respective documents attached hereto and made a part hereof (as listed below). All new Bargaining Unit Employees must work at least 50% of the year to receive the step increase in pay for the following year.

- A. Bus Driver Salary Schedule
- B. Bus Rider Salary Schedule
- C. Family Support Specialist Salary Schedule
- D. Cafeteria Cook Salary Schedule
- E. Custodian Salary Schedule

A Bargaining Unit Employee shall receive such pay consistent with the pay practices of the District.

Bargaining Unit Bus Riders positions that cover all three routes (a.m., noon and p.m.) will be paid on a 12-month pay schedule.

Section 2. Life Insurance

The District shall provide to a Bargaining Unit Employee who works at least 20 hours per week \$10,000.00 in life insurance. All regular/routine hours worked in any department of the District will be counted in determining a Bargaining Unit Employee’s FTE status. In order to be eligible for life insurance coverage, a Bargaining Unit Employee not participating in the District’s health insurance program may be required by the insurance company to pass a physical examination.

Section 3. Health Insurance

The District shall provide health insurance coverage to permanent Bargaining Unit Employees whose hours of work qualify them as a .5 FTE (at least 4 hours per day and 20 hours per week). All regular/routine hours worked in any department of the District will be counted in determining a Bargaining Unit Member’s FTE status. Coverage, premiums, co-pays, deductibles and out of pocket expense shall be as determined by the Quincy Federation Contract. This information, as well as the District health plan and medical booklet are available to all Bargaining Unit Employees on the District’s website.

Section 4. Holidays

- A. Only a Bargaining Unit Employee who is employed on a 260-day, 8-hour basis per year will receive holiday pay. Holiday pay is included in the annual salary amount in the salary schedule.
- B. All days observed as holidays under the School Code and by the District are to be considered as holidays and observed as such including: 1) New Year’s Day, 2) Martin Luther King’s Birthday, 3) Presidents’ Day, 4) Good Friday, 5) Memorial Day, 5) July 4th, 6) Labor Day, 7) Veteran’s Day, 9)Thanksgiving, 10) Day after Thanksgiving, 11) December 24th, 12) Christmas Day, 13) December 31. In the event any of these holidays are no longer required by the Illinois School Code and are not observed as holidays by the District, they will automatically be deleted as a holiday from this Agreement and shall be reinstated as work days.
- C. When Christmas and New Year’s fall on Saturday or Sunday, Friday or Monday will be observed. When Christmas and New Year’s fall on any other weekday, the holiday will be observed on that day.

Section 5. Vacation

- A. Only a Bargaining Unit Employee who is employed on a 260-year, 8 hrs-day basis is eligible for vacation. Vacation pay is included in the annual salary amount in the salary schedule.
- B. The following vacation schedule is the official policy of the District:

<u>Length of Employment</u>	<u>Monthly Accumulation</u>	<u>Maximum Vacation Leave Earned Per Year</u>
<u>From:</u>		
Beginning of employment	0.83 Days	10 Days per year
Beginning of year 7	1.25 Days	15 Days per year
Beginning of year 15	1.67 Days	20 Days per year

- C. The employee work year will run from July 1 to June 30. The vacation earned for the first year will be prorated according to the number of days worked during the first partial year.
- D. In general, Bargaining Unit Employees must take vacations during summer months when schools are not in session; however, upon approval by the immediate supervisor, employees shall be allowed to use up to five (5) days of their accumulated vacation during Christmas break.
- E. Should a legal holiday fall on a regular work day during the Bargaining Unit Employee's vacation, he/she may take the first work day following the end of his/her vacation or the day preceding his vacation. This day will not be allowed at any other time.

Section 6. Compensation and Benefit Programs.

It is the intention of the Union and the District that, unless otherwise specified in this Agreement, Bargaining Unit Employees will receive the same compensation and benefits (as specified in this Article XVI) as non-Bargaining Unit Employees who perform comparable work for the District. Bargaining Unit Employees will be required to make the same contributions for such benefits as non-Bargaining Unit Employees who perform comparable work for the District. Prior to effectuating a change in Bargaining Unit Employee's compensation, benefits or the Bargaining Unit Employee's cost of benefits, the District will provide the Union with at least 30 days' notice of the change and the opportunity to bargain, provided however that if the Union and the District do not reach an alternative agreement by the pre-determined effective date, Bargaining Unit Employee's compensation, benefits and the Bargaining Unit Employee's cost of benefits will be the same as non-Bargaining Unit Employees who perform comparable work unless and until an agreement has been reached.

Article XVII Effect of Agreement

Section 1. Conflict

Should any provision of this Agreement conflict with any policies and/or rules of the District, the provisions of this Agreement shall prevail.

Section 2. Parity Clause

During the term of the agreement, should any other Bargaining Unit Member with the same job classifications and titles, receives any wage or benefit enhancements that exceed those contained in this agreement, the SEIU Bargaining Unit Member with the same classification and title shall receive such wages or benefits retroactive to the date such wages or benefits went into effect.

Section 3. Complete Understanding

The terms and conditions set forth in this Agreement contain the full and complete agreement negotiated by the parties and nothing that is excluded is agreed to unless it is put in writing, signed by all parties, and attached to this Agreement. 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 this Agreement. Nothing herein shall be construed as a waiver by the Union to negotiate mandatory subjects of bargaining which were not previously fully bargained.

Section 4. Savings Clause

Should any article, section, or clause of this Agreement be declared illegal by a court in this jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section, or clause. The parties will meet and negotiate in an effort to reach agreement on any deleted article, section or clause.

Section 5. Definitions

Agreement – agreement between the Board and the Union

Bargaining Unit – all Head Start employees in the following classifications: regular full-time and regular part-time Head Start bus drivers, bus riders, cafeteria cooks, family support specialists and custodians, but excluding all managerial, supervisory, confidential, short-term and professional employees as defined by the Illinois Educational Labor Relations Act (“IELRA or Act”).

Bargaining Unit Employee – a member of the Bargaining Unit

Board – The Board of Education of the District

Claim – an informal complaint or concern that may or may not develop into a Grievance

Claimant – a Bargaining Unit Employee who makes a Claim

day – calendar day unless otherwise specified.

District – Quincy School District #172, Adams County, Quincy, IL

FMCS – Federal Mediation and Conciliation Service

Grievance – a written assertion by a Bargaining Unit Employee and/or Union that there has been an alleged violation, misrepresentation, or misapplication of the specific provision of this Agreement.

Grievant – a Bargaining Unit Employee who presents a Grievance

Immediate Family - parent(s), step parent(s), spouse, brother(s), sister(s), step-brother(s), step-sister(s), child(ren), foster child(ren), as defined by DCFS, grandparent(s), grandchild(ren), dependents, as defined by the IRS, and legal guardians or the corresponding relatives of the Bargaining Unit Employee’s spouse.

Superintendent – the Superintendent of the District or his/her designee

Union –Service Employees’ International Union, Local 73

Section 5. Notice.

The District and the Union confirm that their current notice addresses are as follows:

District: Quincy School District #172
Attn: Superintendent
1416 Maine St.
Quincy, IL 62301

Union: Services Employees International Union Local 73
Attn: Karen Kleinhans, Field Organizer
600 South 4th St.
Springfield, IL 62703

With a copy to:
Name: Rebecca Mock, Steward
Street: 1008 N. 18th St.
Quincy, IL 62301

For dues, fair share and other Union deductions:
Service Employees International Union Local 73
Attn: Matt Brandon, Secretary – Treasurer
1165 N. Clark Street, Suite 500
Chicago, IL 60610

The District and the Union may, by giving written notice, designate different addresses to which communications shall be sent.

Terms of Agreement

This contract is a three-year contract and is effective July 1, 2019 through June 30, 2022.

This Agreement is signed this 28th day of August, 2019.

IN WITNESS WHEREOF:

For the Union

For the Board

/s/ Dian Palmer
President

/s/ Sayeed Ali
President

/s/ Karen Kleinhaus DeSilva
Senior Field Organizer

/s/ Shelley Arns
Board Member

/s/ Rebecca Mock
Bargaining Committee Member

/s/ Phyllis Stewart
Secretary

/s/ Barbara Foster
Bargaining Committee Member

/s/ Kimberly Pickle
Bargaining Committee Member

/s/ Jerry Hanlin
Bargaining Committee Member

**SEIU LOCAL 73
GRIEVANCE FORM**

Grievant Name:		Classification Title:	
Building:		Phone (Work):	Phone (Home):
Statement of Grievance: Cite alleged violation, date(s) of incident(s), brief description of what constitutes the violation, and specific clause or clauses of the Agreement allegedly violated. (attach additional sheet(s) if necessary).			
Remedy Requested:			
Grievant Signature:		Steward Signature:	
Date:		Date:	
Step 1: We have discussed this matter and have not resolved the grievance for the reason(s) described below. Remedy offered: accepted/rejected. Attach additional sheets if necessary. Include name of immediate supervisor.			Date Submitted _____
			Date of Meeting _____
			Date of Response _____
Building Administrator Signature:		Date:	
Step 2: We have discussed this matter and have/have not resolved the grievance for the reasons described below. Remedy offered: accepted/rejected. Attach additional sheets if necessary.			Date Submitted _____
			Date of Meeting _____
			Date of Response _____
Superintendent Signature:		Date:	

Please include all relevant documents and statements.

This form must be completed in duplicate.

**Schedule A
Bus Drivers**

Level		2019-20		2020-21		2021-22
0		\$12.78		\$13.04		\$13.30
1		\$12.90		\$13.23		\$13.43
2		\$13.03		\$13.35		\$13.63
3		\$13.21		\$13.48		\$13.75
4		\$13.47		\$13.66		\$13.88
5		\$13.74		\$13.92		\$14.07
6		\$14.01		\$14.19		\$14.34
7		\$14.27		\$14.46		\$14.62
8		\$14.55		\$14.72		\$14.89
9		\$14.80		\$15.00		\$15.16
10		\$15.08		\$15.25		\$15.45
11		\$15.35		\$15.53		\$15.71
12		\$15.61		\$15.80		\$16.00
13		\$15.88		\$16.06		\$16.27
14		\$16.14		\$16.33		\$16.54
15		\$16.41		\$16.59		\$16.82
16		\$16.68		\$16.86		\$17.09
17		\$16.94		\$17.13		\$17.37
18		\$17.21		\$17.39		\$17.64
19		\$17.47		\$17.66		\$17.91
20		\$17.74		\$17.92		\$18.19
Level 20+		2.0%		\$0.45		3.0%

Schedule B						
Bus Riders						
Level		2019-20		2020-21		2021-22
0		\$8.67		\$8.84		\$9.02
1		\$8.87		\$9.12		\$9.11
2		\$9.08		\$9.32		\$9.39
3		\$9.28		\$9.53		\$9.60
4		\$9.49		\$9.73		\$9.82
5		\$9.69		\$9.94		\$10.02
6		\$9.89		\$10.14		\$10.24
7		\$10.10		\$10.34		\$10.44
8		\$10.30		\$10.55		\$10.65
9		\$10.51		\$10.75		\$10.87
10		\$10.71		\$10.96		\$11.07
11		\$10.91		\$11.16		\$11.29
12		\$11.12		\$11.36		\$11.49
13		\$11.32		\$11.57		\$11.70
14		\$11.53		\$11.77		\$11.92
15		\$11.73		\$11.98		\$12.12
16		\$11.93		\$12.18		\$12.34
17		\$12.14		\$12.38		\$12.55
18		\$12.34		\$12.59		\$12.75
19		\$12.55		\$12.79		\$12.97
20		\$12.75		\$13.00		\$13.17
Level 20+		2.0%		\$0.45		3.0%

Schedule C						
Family Support (Assoc.)						
Level		2019-20		2020-21		2021-22
0		\$17.24		\$17.58		\$17.93
1		\$17.41		\$17.69		\$18.11
2		\$17.76		\$17.86		\$18.22
3		\$18.12		\$18.21		\$18.40
4		\$18.47		\$18.57		\$18.76
5		\$18.85		\$18.92		\$19.13
6		\$19.23		\$19.30		\$19.49
7		\$19.60		\$19.68		\$19.88
8		\$20.00		\$20.05		\$20.27
9		\$20.39		\$20.45		\$20.65
10		\$20.81		\$20.84		\$21.06
11		\$21.23		\$21.26		\$21.47
12		\$21.64		\$21.68		\$21.90
13		\$22.08		\$22.09		\$22.33
14		\$22.52		\$22.53		\$22.75
15		\$22.97		\$22.97		\$23.21
16		\$23.44		\$23.42		\$23.66
17		\$23.90		\$23.89		\$24.12
18		\$24.38		\$24.35		\$24.61
19		\$24.87		\$24.83		\$25.08
20		\$25.36		\$25.32		\$25.57
21		\$25.87		\$25.81		\$26.08
22		\$26.39		\$26.32		\$26.58
23		\$26.92		\$26.84		\$27.11
24		\$27.46		\$27.37		\$27.65
25		\$28.01		\$27.91		\$28.19
26		\$28.56		\$28.46		\$28.75
27		\$29.13		\$29.01		\$29.31
28		\$29.71		\$29.58		\$29.88
29		\$30.30		\$30.16		\$30.47
30		\$30.92		\$30.75		\$31.06
Level 20+		2.0%		\$0.45		3.0%

Schedule D						
Family Support (Bachelor)						
Level		2019-20		2020-21		2021-22
0		\$17.77		\$18.12		\$18.48
1		\$17.94		\$18.22		\$18.66
2		\$18.30		\$18.39		\$18.77
3		\$18.67		\$18.75		\$18.94
4		\$19.04		\$19.12		\$19.31
5		\$19.42		\$19.49		\$19.69
6		\$19.81		\$19.87		\$20.07
7		\$20.21		\$20.26		\$20.47
8		\$20.60		\$20.66		\$20.87
9		\$21.02		\$21.05		\$21.28
10		\$21.44		\$21.47		\$21.68
11		\$21.86		\$21.89		\$22.11
12		\$22.30		\$22.31		\$22.55
13		\$22.74		\$22.75		\$22.98
14		\$23.19		\$23.19		\$23.43
15		\$23.66		\$23.64		\$23.89
16		\$24.13		\$24.11		\$24.35
17		\$24.62		\$24.58		\$24.83
18		\$25.11		\$25.07		\$25.32
19		\$25.61		\$25.56		\$25.82
20		\$26.12		\$26.06		\$26.33
21		\$26.64		\$26.57		\$26.84
22		\$27.18		\$27.09		\$27.37
23		\$27.72		\$27.63		\$27.90
24		\$28.27		\$28.17		\$28.46
25		\$28.85		\$28.72		\$29.02
26		\$29.43		\$29.30		\$29.58
27		\$30.01		\$29.88		\$30.18
28		\$30.61		\$30.46		\$30.78
29		\$31.23		\$31.06		\$31.37
30		\$31.84		\$31.68		\$31.99
Level 20+		2.0%		\$0.45		3.0%

Schedule E						
Cooks						
Level		2019-20		2020-21		2021-22
0		\$9.14		\$9.32		\$9.51
1		\$9.23		\$9.59		\$9.60
2		\$9.49		\$9.68		\$9.88
3		\$9.74		\$9.94		\$9.97
4		\$10.00		\$10.19		\$10.24
5		\$10.25		\$10.45		\$10.50
6		\$10.51		\$10.70		\$10.76
7		\$10.76		\$10.96		\$11.02
8		\$11.02		\$11.21		\$11.29
9		\$11.27		\$11.47		\$11.55
10		\$11.53		\$11.72		\$11.81
11		\$11.78		\$11.98		\$12.07
12		\$12.04		\$12.23		\$12.34
13		\$12.29		\$12.49		\$12.60
14		\$12.55		\$12.74		\$12.86
15		\$12.80		\$13.00		\$13.12
16		\$13.06		\$13.25		\$13.39
17		\$13.31		\$13.51		\$13.65
18		\$13.57		\$13.76		\$13.92
19		\$13.82		\$14.02		\$14.17
20		\$14.08		\$14.27		\$14.44
Level 20+		2.0%		\$0.45		3.0%

Schedule F						
Cafeteria Coordinator						
Level		2019-20		2020-21		2021-22
0		\$10.86		\$11.19		\$11.41
1		\$10.97		\$11.31		\$11.52
2		\$11.22		\$11.42		\$11.65
3		\$11.48		\$11.67		\$11.76
4		\$11.73		\$11.93		\$12.02
5		\$11.99		\$12.18		\$12.29
6		\$12.24		\$12.44		\$12.55
7		\$12.50		\$12.69		\$12.81
8		\$12.75		\$12.95		\$13.07
9		\$13.01		\$13.20		\$13.34
10		\$13.26		\$13.46		\$13.60
11		\$13.52		\$13.71		\$13.86
12		\$13.77		\$13.97		\$14.12
13		\$14.03		\$14.22		\$14.39
14		\$14.28		\$14.48		\$14.65
15		\$14.54		\$14.73		\$14.91
16		\$14.79		\$14.99		\$15.17
17		\$15.05		\$15.24		\$15.44
18		\$15.30		\$15.50		\$15.70
19		\$15.56		\$15.75		\$15.97
20		\$15.76		\$16.01		\$16.22
Level 20+		2.0%		\$0.45		3.0%

Schedule G						
Custodians						
Level		2019-20		2020-21		2021-22
0		\$13.41		\$13.68		\$13.95
1		\$13.55		\$13.86		\$14.09
2		\$13.68		\$14.00		\$14.28
3		\$13.87		\$14.13		\$14.42
4		\$14.40		\$14.32		\$14.55
5		\$14.94		\$14.85		\$14.75
6		\$15.47		\$15.39		\$15.30
7		\$16.00		\$15.92		\$15.85
8		\$16.53		\$16.45		\$16.40
9		\$17.06		\$16.98		\$16.95
10		\$17.61		\$17.51		\$17.49
11		\$18.14		\$18.06		\$18.04
12		\$18.67		\$18.59		\$18.60
13		\$19.20		\$19.12		\$19.14
14		\$19.73		\$19.65		\$19.69
15		\$20.27		\$20.18		\$20.24
16		\$20.80		\$20.72		\$20.78
17		\$21.33		\$21.25		\$21.34
18		\$21.86		\$21.78		\$21.89
19		\$22.39		\$22.31		\$22.43
20		\$22.93		\$22.84		\$22.98
Level 20+		2.0%		\$0.45		3.0%

Schedule H						
Cafeteria Manager						
Level		2019-20		2020-21		2021-22
0		\$11.94		\$12.18		\$12.42
1		\$12.06		\$12.39		\$12.54
2		\$12.11		\$12.51		\$12.76
3		\$12.34		\$12.56		\$12.89
4		\$12.58		\$12.79		\$12.94
5		\$12.83		\$13.03		\$13.17
6		\$13.08		\$13.28		\$13.42
7		\$13.34		\$13.53		\$13.68
8		\$13.60		\$13.79		\$13.94
9		\$13.86		\$14.05		\$14.20
10		\$14.13		\$14.31		\$14.47
11		\$14.41		\$14.58		\$14.74
12		\$14.69		\$14.86		\$15.02
13		\$14.98		\$15.14		\$15.31
14		\$15.27		\$15.43		\$15.59
15		\$15.57		\$15.72		\$15.89
16		\$15.88		\$16.02		\$16.19
17		\$16.19		\$16.33		\$16.50
18		\$16.51		\$16.64		\$16.82
19		\$16.83		\$16.96		\$17.14
20		\$17.16		\$17.28		\$17.47
21		\$17.50		\$17.61		\$17.80
22		\$17.84		\$17.95		\$18.14
23		\$18.19		\$18.29		\$18.49
24		\$18.55		\$18.64		\$18.84
25		\$18.92		\$19.00		\$19.20
26		\$19.29		\$19.37		\$19.57
27		\$19.67		\$19.74		\$19.95
28		\$20.05		\$20.12		\$20.33
29		\$20.45		\$20.50		\$20.72
30		\$20.85		\$20.90		\$21.12
Level 30+		2.0%		\$0.45		3.0%