

**CONTRACT BETWEEN**  
**THE BOARD OF EDUCATION**  
**OF BERWYN NORTH SCHOOL DISTRICT 98, COOK COUNTY, IL**  
**AND**  
**THE CUSTODIAL/MAINTENANCE PERSONNEL OF THE DISTRICT 98 UNIT**  
**OF SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73**

**JULY 1, 2016 THROUGH JUNE 30, 2021**

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## **ARTICLE I**

### **RECOGNITION**

- A. The Board of Education, School District 98 (hereinafter referred to as the Board) recognizes the District 98, Berwyn (North) Council of the Service Employee's International Union, Local No. 73 hereinafter referred to as the Union), as the Exclusive Bargaining Agent for all full-time custodial and maintenance staff employed by the Board. The Board further agrees to negotiate with the Union on matters such as salaries, fringe benefits and working conditions as set forth in this agreement. The Board shall not subcontract to any person/firm, in whole or in part, any work within the Scope of this Agreement while such Agreement is in force.
- B. The District shall allow up to fifteen (15) minutes for the Union to orientate new employees into the Union. This shall occur within fifteen (15) days of the Employee's hire date. This orientation will be scheduled with the Executive Director. The Employer must notify the Union of new Employees within fifteen (15) days of hiring.
- C. The Union will notify the District of the Union Stewards. The Bargaining Unit will be allowed one (1) Chief Steward and one (1) alternate. The Steward shall be allowed to attend investigatory meeting and attend grievance/disciplinary hearings without loss of pay. The District will grant the Steward up to two (2) days without loss of pay to attend Union activities, conferences, trainings and seminars per calendar year. Up to two (2) Bargaining Committee Members will be allowed to participate in contract negotiations without loss of pay.
- D. The District shall provide the Union with a seniority list annually, upon request of the Union Representative or Steward. This list shall provide the most current contact information for the employee, to include the current address, phone number and email address (if provided).

**ARTICLE II**

**SALARY AND RELATED PROVISIONS**

A. All Members hired before 7/30/16 (ratification of contract) will receive a 2% wage increase per year, every July 1, retroactively for the 2016/2017 school year, for the duration of the contract. The following are the wage increases:

	Maintenance	Head Custodian	Night Custodian
2016-2017	72657.66	59182.44	56124.48
2017-2018	74110.81	60366.09	57246.97
2018-2019	75593.03	61573.41	58391.91
2019-2020	77104.89	62804.88	59559.75
2020-2021	78646.99	64060.98	60750.94

Maintenance and Custodial staff hired by the District before July 30, 2016 shall be paid a salary based on a percentage of the salaries established above as follows:

- |                     |       |
|---------------------|-------|
| 1. Beginning        | 70%   |
| 2. After Six Months | 82.5% |
| 3. One Year         | 85%   |
| 4. Two Years        | 90%   |
| 5. Three Years      | 93%   |
| 6. Four Years       | 95%   |
| 7. Five Years       | 100%  |

Maintenance and Custodial staff hired by the District after July 30, 2016 will start at the salary below:

	Maintenance	Head Custodian	Night Custodian
2016-2017	62457.66	48868.00	46303.00

Wage increases for employees hired after July 30, 2016 will be the following:

July 30, 2016	July 1, 2017	July 1, 2018	July 1, 2019	July 1, 2020
Starting Wage	2%	2%	2%	2%

For the duration of this contract, the starting salary for Head Custodial staff shall be \$48,868 and for the Night Custodian \$46,303.

For the first year of this contract (July 1, 2016 – June 30, 2017), current custodial staff shall receive a salary increase of 2% over and above their current salaries, retroactive to July 1, 2016. For the duration of the contract thereafter, custodial staff shall receive 2% annual salary increases for each year of this contract.

- B. Pay dates shall be every other Friday of each month.
- C. Authorization for payroll deductions, other than those required legally and by this Agreement, shall be authorized by written consent of the employee on a form supplied by the Union.
- D. New employees hired as custodians shall serve a probationary period of six (6) months from the date of employment. All probationary custodial and maintenance employees shall be evaluated throughout the term of probation by observation of work performed by the Director of Buildings and Grounds with input from the Principal and Head Custodian as appropriate. Such probationary custodians may be recommended to the Superintendent after twelve (12) months of satisfactory service. Such employee's services may be terminated at any time during the probationary period if his/her services are not satisfactory. Probationary employees shall not be considered to be "full time employees" until completion of their probationary period.

Non-probationary employees may be terminated from employment for just cause upon the recommendation of the Superintendent to the Board. Due process shall be given.

Upon successful completion of the probationary period, an employee's seniority shall date from his/her most recent hiring date since any break in the employment relationship.

- E. During periods when night custodians are working the night shift they shall be entitled to a one-half hour paid lunch period scheduled at 7:00 p.m. in the teachers lounge. Night Custodians shall remain in the buildings during that period of time.
- F. New employees shall be furnished with three (3) sets of uniforms. Each year thereafter employees shall be furnished with two sets of uniforms. These uniforms are to be maintained by staff and worn at all times when on duty. Uniforms are not to be worn when off duty. In the event that a uniform article(s) need to be replaced, the uniforms that are damaged due to activity at work may be replaced after inspection by the Director of Buildings and Grounds.

Employees are required to wear NSI 75 approved steel toed safety shoes at all times while at work. All employees shall be entitled to receive a safety shoe allowance of \$175 annually upon presentation of receipt of purchase.

- G. During periods when school is in session, head custodians shall be compensated for two hours time each week for checking the school buildings on weekends (one hour on Saturday and one hour on Sunday and on Holidays occurring on weekdays from October 1 through March 31. Inspections will be held once on Saturday or Sunday, from April 1 through September 30. Inspections are to be conducted between the hours of 7 A.M. and 3 P.M. With pre-approval of the Director of Buildings and Grounds the head custodian may arrange for the building inspection by another custodian assigned to the same building. Building checks shall be compensated at a time and a half rate.
- H. When an employee uses his automobile for school district purposes, approved in advance, such employee shall be reimbursed in the amount of the IRS rate per mile for travel in a personally owned vehicle.
- I. Direct supervision of all building level custodial staff will rest with the Director of Buildings and Grounds and building Principals.
- J. When a night custodian is assigned to work during the day shift he will be compensated at an additional \$1.50 per hour for every hour worked in the day shift.
- K. The Board of Education, as a matter of past practice, reserves the right to assign custodial building responsibilities as deemed necessary. Movement from day to evening shift designations will be made on the basis of just cause after a notification period of seven (7) calendar days.
- L. The Board of Education reserves the right to schedule the utilization of all buildings and to set the hours for opening, closing, cleaning and security/supervisory duties of custodial and maintenance staff. Opportunities for such over-time duties and responsibilities on week-ends during the school year, will be made available to interested and qualified custodial staff members. This is separate and distinct from Article II - Section G.
- M. In the event it becomes necessary to have a reduction-in-force, the least senior employee shall be laid off first. An employee laid-off because of a reduction-in-force shall be placed and remain on a recall list for a period of fifteen (15) months from their date of lay-off. Vacancies thus created shall be filled first by offering employment to those staff on the recall list, provided they are qualified for the position.
- N. The Superintendent and/or his designee agree to meet once each semester, upon request, with designated members of the bargaining unit to provide a forum for communication to discuss areas "of concern" by either party on behalf of their constituency, suggestions for improvement of services for students and staff and planned activities in the district affecting members of the bargaining unit.
- O. As recognition of service to the District a longevity stipend shall be added to employee's salaries to any employee hired before June 30, 2016 and already receiving/scheduled to receive a longevity stipend on or before July 30, 2016 shall receive the following:

10 years of Service	\$400
15 years of Service	\$600
20 years of Service	\$800
25 years of Service	\$1000

All employees will be frozen in their longevity step for the duration of the contract (Example – if you have 12 years at the time of Ratification, you will not receive the 15 year Longevity Step). The longevity will be effective until June 30, 2021. This longevity stipend shall only be offered for the term of this contract, shall not survive this contract and shall not be available after June 30, 2021. A longevity stipend, if any, for custodial staff beyond June 30, 2021 shall only be available under a subsequent negotiated contract.

**P. Fair Share:**

The union shall hold the Board, its agents and employees harmless and indemnify it against any claim or liability that may arise out of any actions taken by the Board pursuant to this Article.

The Union and the Service Employees International Union agree to indemnify and save the Board harmless against any claims, demands, suits or other form of liability which may arise by reasons of any action taken or omitted by the Union or the Board in complying with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection herewith.

Commencing on the effective date of this Agreement, or thirty days from their date of hire by the Board, bargaining unit employees who do not become members of the Union shall pay to the Union each month their fair share of the costs of the services rendered by the Union that are chargeable to non-members under state and federal law. Temporary employees and summer help employees are excluded from the fair share requirement.

The Union shall certify to the Board a fair share amount not to exceed the dues uniformly required of members in conformity with federal and state law and the rules of the Illinois Educational Labor Relations Board (IELRB).

Such fair share payment by covered non-members shall be deducted by the Board from the earnings of covered non-members and remitted to the Union within ten (10) work days of said deduction unless the Board is required to remit a fee to the IELRB for escrow. In no event shall the Board begin such fair share fee deductions earlier than fourteen (14) days (or any later period as required by the Rules and Regulations of the IELRB) after certification by the Union as provided in the previous paragraph. The Union and the Board shall comply with the Rules of the IELRB concerning notice, objections, and related matters contained in its fair share fee. The fair share notice posted by the Union shall

advise the covered non-union members of their right to object and the procedure for doing so.

If a covered non-member establishes the right of non-association based upon a bona fide religious tenet or teaching of a church or religious body of which the employee is a member, such covered non-member shall be required to pay an amount equal to the covered non-member fair share to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the employee and the Union are unable to reach agreement on the matter, a charitable organization shall be selected from a list established and approved by the IELRB in accordance with its rules.

The Board agrees to notify the Union promptly, in writing, of any written claim, demand, or suit in regard to which it will seek to implement the provisions of the previous paragraph, and if the Union so request, in writing, to surrender any claims, demands, suits or other forms of liability to the Union for defense.

If, during the term of this Agreement, the IELRB or a court of competent jurisdiction rules any part of this Article void or not enforceable, the Union and the Board agree to convene negotiations on this matter immediately for the sole purpose of bringing this Article into compliance with the standards of ruling of said IELRB or court.

- Q. Consistent attendance is an absolute requirement for all employees covered by this Agreement in order for our schools to be able to function in an efficient and orderly manner.

An employee with a pattern of absence that suggest absence for other than illness, as described in Article V, Section A, can expect to be questioned by the Director of Buildings and Grounds, Business Manager or Superintendent as to the reasons for those absences. Insufficient reasons for being absent will lead to a written warning indicating that the employee's job performance is unsatisfactory and stating that attendance must be highly regular in the future to continue in the employment of District 98. The parties agree the documentation from a licensed physician is sufficient reason for absence.

If attendance does not improve, or if attendance improves temporarily, the frequently absent employee can expect to be disciplined up to and including release from employment.

An employee who accumulates five unexcused tardies during the year (July 1 – June 30) shall be subject to discipline which may include dismissal.

- R. In the event an employee becomes unable to perform his/her duties as per the employee's regular job assignment, the Administration reserves the right of re-assignment or discharge.

In the case of a job related injury, the employee may be terminated if unable to return to his/her job assignment within twelve (12) months of injury.



- S. Night custodians who accept the assignment of head night custodian shall receive an additional \$0.75 per hour differential.
- T. In cases of absence due to use of sick or personal leave, the necessary work for the absent employee will be redistributed among other employees and paid per current practice. If it is known in advance that an employee will be off work for an extended period due to illness attempts will be made to cover the work of the absent employee with temporary help. Workloads may be adjusted by the Director of Buildings and Grounds.
- U. Employees shall check in at the beginning of their shift and out at the end of their shift and at all other times they leave their building after reporting to work using an electronic device to be determined by the Administration.
- V. To conform to Board Policy EBI the use of any form of tobacco shall be prohibited on school property. Tobacco includes cigarette, cigar or tobacco in any form including smokeless tobacco which is any loose, cut shredded, ground, powdered, compressed or leaf tobacco that is intended to be placed in the mouth without being smoked.

The possession or use of alcohol or drugs on school property shall be cause for immediate dismissal.

- W. When a conference is scheduled with a non-probationary employee that could result in disciplinary action, including dismissal, he/she shall be notified of their right to have representation.
- X. The District recognizes that the skills and knowledge of its staff are important to the success of the District and therefore offers support through tuition reimbursement to encourage staff to maintain and improve their job-related skills.

To be eligible:

1. Staff must have been employed in the District for two years
2. The course (program) must be related to the employees current job duties or future position in the District
3. The course (program) must be given by an accredited institution
4. The employee must present evidence of completion of the course (program) with a minimum of a "C" grade or "Pass" in a Pass/Fail course by presentation of a report card, letter, certificate, etc. acceptable to the Superintendent to qualify for reimbursement
5. Funds remain in the total balance available

Requests for participation must be submitted to the Director of Buildings and Grounds, in writing, at least one month prior to registration and will be approved/denied per the above criteria and on a first come – first served basis.

No employee shall be paid for more than two (2) classes per contract year and/or a maximum of \$400 per contract year. The Board shall not pay in excess of \$2,500 per contract year for tuition reimbursement for the entire unit.

**Y. Training Stipend**

Any custodians who are assigned by the Director of Buildings and Grounds to train a new employee will be granted a training stipend of \$12/day for a maximum of five (5) days.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### A. Definition

1. A grievance is a complaint that there has been a violation, a misinterpretation or a misapplication of any provision of this agreement.

#### B. Basic Principles

1. Any member of this bargaining unit shall have the right to present grievances in accordance with these procedures. A group shall consist of custodians who hold the grievance in common.
2. All discussions shall be kept confidential by all parties involved during the first stage of the grievance.
3. Any member who participates in the grievance procedure shall be free from disciplinary action or reprisal because of such participation.
4. The administration has the responsibility to consider and take prompt action within authority delegated to it, on grievances presented.
5. The failure of the Union to act within the time limits here-in set forth will act as a barrier to any further appeal. The administrator's failure to render a decision within the time limits shall permit the grievant to proceed to the next step. The time limits may be extended by mutual agreement.

All time limits referenced herein shall be defined as work days.

6. Hearings and conferences held in the nature of executive sessions under this procedure shall be conducted in one of the school offices at a time that will afford a fair and reasonable opportunity for all persons, including witnesses, to be present.
7. Any member has a right to be represented in the grievance procedure. The aggrieved staff member shall be present at any grievance discussion when the administration deems it necessary. When the presence of a staff member at a grievance hearing is requested by either party, illness or other incapacity of the member shall be grounds for any necessary extension of grievance procedure time limits. No other Union organization shall represent the custodian.
8. Class grievances involving more than one individual or more than one supervisor and grievances involving an administrator above the building level may be initially filed by the Union at Step #2.

## GRIEVANCE PROCEDURE

### C. Procedures

The parties acknowledge it is usually most desirable for a member and his immediately involved supervisor to resolve problems through free and informal communications. If such informal processes fail to resolve the grievance, the grievance may be resolved as follows:

1. Step One - The written grievance shall be presented within ten (10) working days of the event complained of or of the date when the grievant might reasonably have known of such event. The supervisor will arrange for a meeting to take place within ten (10) working days following receipt of the grievance. The written grievance shall state the nature of the grievance, the specific clause or clauses of the agreement allegedly violated, and the remedy requested. The aggrieved member, a Union representative and the immediately involved supervisor shall be present for the meeting. The supervisor shall provide a written response to the aggrieved member, the Union, and the Superintendent within ten (10) days.
2. Step Two - If the grievance is not resolved at Step #1, the member shall refer the grievance to the Superintendent within ten (10) days after the receipt of the Step #1 answer. The Superintendent or his designee shall arrange for a meeting with the member and the Union representative to take place within ten (10) days of receipt of the appeal. The Superintendent shall file an answer within ten (10) days of the Step #2 grievance meeting and communicate it in writing to the member and the Union.
3. Step Three - If the grievance is not resolved satisfactorily to the custodial/maintenance staff member and the Union within ten (10) days after receipt of the written reply from Step #2, the Union may submit in writing a request to enter into binding arbitration. The Federal Mediation and Conciliation Services (FMCS) will be requested to provide a panel of arbitrators.
  - A. The Arbitrator, in his opinion, shall not amend, modify, nullify, ignore or add to the provisions of the agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the School Board and the Union and his decision must be based solely upon his interpretation of the meaning or application of the express relevant language of the Agreement.
  - B. Expenses for the Arbitrator's services and expenses common to both parties to the arbitration shall be borne equally by the Board and the Union. Each party shall be responsible for compensating its own representatives and witnesses.

- C. Neither the Board nor the Union shall be permitted to assert any grounds or evidence before the Arbitrator not previously disclosed to the other party.

## ARTICLE IV

### HOURS AND OVERTIME

- A. The hours for custodians are as follows:

#### MAINTENANCE AND HEAD CUSTODIANS

Shall be assigned to work an eight (8) hour shift, exclusive of a half-hour unpaid lunch break, between the hours of 6:30 a.m. and 4:30 p.m.

#### NIGHT CUSTODIANS

Shall be assigned to work an eight (8) hour shift, inclusive of a half-hour paid lunch break when school is in session, between the hours of:

- |                                                                |                         |
|----------------------------------------------------------------|-------------------------|
| 1. School in session                                           | Noon and Midnight       |
| 2. School not in session and no conflict with other activities | 6:30 a.m. and 4:30 p.m. |

- B. Custodial and Maintenance staff shall receive overtime pay at the rate of time and one-half for periods worked beyond 40 hours in one week or beyond eight (8) hours in one day, provided approval is secured in advance for such extra work from the Superintendent, or his designee.
- C. Double time shall be paid to those employees who work on holidays and Sundays, provided approval is obtained for such extra work from the Superintendent, or his designee.
- D. The Board of Education reserves the right to change the hours of night custodial personnel to 8:30 a.m. - 5:00 p.m. on all institute days plus up to three other days during the school year as recommended by the building principal.
- E. Custodial/maintenance staff members are allowed one (1) fifteen (15) minute break during the work shift.
- F. All Custodial /maintenance staff, upon commencing work, shall not leave their building except on authorized school business without signing out in the Principal's office. Staff shall sign-in in the Principal's Office upon their return.
- G. The hours for the custodial/maintenance staff are established by the Board of Education of District 98. These hours may be changed, consistent with Section A of this Article, after due notice is given in order to bring about a more efficient operation of the school plant. All shift starting times shall be as uniform as possible, consistent with the requirements to support the use of the buildings.
- H. Call back pay: Staff who are called back to work to deal with building emergencies after they have completed their shifts and left the building will receive a minimum of two hours pay at the time and a half rate.

- I. In the event the District decides to adopt a four day workweek, the Superintendent shall discuss the implications for the custodial/maintenance staff prior to implementation.
  
- J. Planned overtime shall be assigned on a rotating basis determined by qualification relative to the work to be completed and seniority. Any individual declining overtime at the time it is offered shall go to the bottom of the established list.

## ARTICLE V

### LEAVES

#### A. Sick Leave

Each member of the bargaining unit will be allowed, annually, twelve (12) days sick leave, one day added to their account at the beginning of each month, commencing annually on July 1<sup>st</sup>. at full pay. If any member does not use the full amount of annual sick leave thus allowed, the unused amount shall accumulate up to 360 days. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household.

#### B. Personal Leave

The Board will annually grant to each member two (2) days leave for personal business subject to pre-approval of the Superintendent or his designee. The purpose of such leave shall be to attend to personal business, which may not reasonably be otherwise conducted during non-school days or hours. Such leave will not be deducted from sick leave allowance, but, if unused, shall accumulate as sick leave. Such leave may not fall on the day preceding or following a holiday or vacation day or during the first five or the last five days of the school term. Written application, except in cases of emergency, shall be made at least seventy-two (72) hours before the personal day commences.

#### C. Bereavement Leave

Employees will be allowed up to five (5) days absence per year, with pay, in the event of the death of a member of the employee's immediate family defined in this instance to mean wife, husband, child, mother or father.

Employees will be allowed up to three (3) days absence per year, with pay, in the event of the death of other members of the immediate family defined in this instance to mean brother, sister, mother-in-law, father-in-law, grandmother, grandfather, grandchild, step-mother, step-father, half-brother or half-sister.

Employees will be allowed one day of absence per year, with pay, in the event of the death of other relatives not in the immediate family.

Employees will be asked to provide a copy of an obituary from a publication and/or proof of the relative's date of death if such leave is beyond one day.

#### D. Jury Leave

The Board shall pay the regular salary to all full time custodians called to serve as jurors, less amounts received for such services, exclusive of meal and travel allowance. Employees working on second shift shall not be required to report to work on days which they are performing jury duty.



E. Sick Leave Incentive Bonus

Any full-time member using two (2) or less full days of sick leave in one fiscal year shall be given \$160 incentive pay at the end of the year. Any full-time member having 100% attendance during any school term shall be given \$320 incentive pay at the end of the year.

F. Retirement Bonus

At the time of retirement, custodial and maintenance staff shall receive retirement pay in an amount equal to \$15.00 times the number of unused and accumulated sick leave days up to 200 days; sick leave accumulated beyond 200 days will be reimbursed at a rate of \$25.00 per day to a total maximum of \$5,500.00. To be eligible for this benefit, the employee must submit to the Superintendent proof of application and eligibility for retirement with IMRF.

Staff with a minimum of twenty (25) years of service with the District who qualify for retirement as defined above shall be eligible for a maximum of 6% increase in salary during their last year of service. Notice must be given to the Superintendent, in writing, no later than June 1 of their last year of employment. The District is not to incur any IMRF penalty for exceeding the maximum allowable rate.

- G. Sick leave shall not apply in cases of sickness or injury, during leaves of absence, vacation, or absences when Workmen's Compensation benefits are paid. In the event that an employee is injured while engaged in acts directly related to their assigned job responsibility, and has qualified for Workmen Compensation benefits, the employee shall have the option of keeping the Workmen Compensation check issued to them or they may elect to endorse their Workmen Compensation check over to the District and use their accumulated sick days.

In the event the employee elects to use their accumulated sick leave, upon return to work the total of the amount of Workmen's Compensation salary checks endorsed to the District by the employee shall be divided by the Employee's daily rate of pay. This amount shall be rounded to the nearest whole number and define the number of sick days to be credited back to the employee's account.



2. Vacation days shall be used within the school district fiscal year (July 1 - June 30). Vacation days shall be scheduled during Christmas or Spring break or at other times when students are not in attendance. No more than 15 days of vacation time shall be scheduled during the summer break. Vacation days may not be scheduled one week prior to the opening of school or one week after the close of school. Vacation days shall be scheduled in such manner so that at least one (1) building custodian is on duty at all times in each building.

3. All requests for vacation time shall be submitted to the Director of Buildings and Grounds between May 15 and June 1 of each year. In the event of conflict between building staff for dates requested, seniority shall be given preference.

Vacation requests not submitted by June 1 shall be given preference on a first request basis.

4. Staff who have earned 20 vacation days may, at their option, request payment for one week in lieu of time off.

## ARTICLE VII

### FRINGE BENEFITS

- A. The Board shall contribute 100% of the premium required for enrollment for single plan coverage with the District's insurance carrier. In addition the Board shall pay \$1,000 toward the cost of the premium for staff electing family plan coverage with the Board's carrier.
- B. The Board shall pay the full cost of term life insurance for each employee in the amount of twenty five thousand dollars (\$25,000.00).
- C. Employees with twenty (20) or more years of continuous service in the district, who qualify for and elect retirement through IMRF, may continue membership to age 65 in whatever, if any, health coverage program the district currently provides for its employees until such time they qualify for Medicare or a maximum of five years whichever occurs first.. Such enrollment shall be contingent upon a monthly pre-payment of the then current cost.
- D. A designee from **Local No. 73** shall be selected to represent employees represented by the contract on any committee formed for the purpose of reviewing insurance coverage.

## **ARTICLE VIII**

### **NO STRIKE PROVISION**

During the term of this Agreement neither the Union nor the employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work or any other intentional interruption of work concerning this unit of employees of District 98. In the event that any employee or group of employees shall participate or engage in any of the activities herein prohibited, the Union agrees, immediately upon being notified by the Board, to direct such employee or group of employees to cease such activity and resume work at once. The Union shall not engage in informational picketing except at official School Board meetings.

The Board has the right to discharge or otherwise discipline any employee who engages in any of the activities prohibited by this Article.

### **NO LOCKOUT PROVISION**

The Board agrees that it will not institute a lockout.

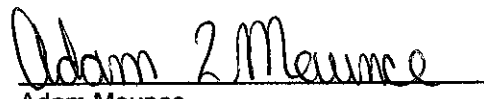
ARTICLE IX

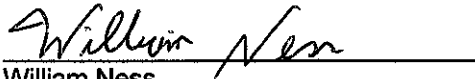
DURATION OF AGREEMENT

- A. This agreement shall be effective from July 1, 2016 through June 30, 2021.
- B. This agreement may be amended within its effective dates by mutual consent of both parties.
- C. Copies of this agreement shall be provided to all employee members of the local unit within thirty (30) working days after its execution.

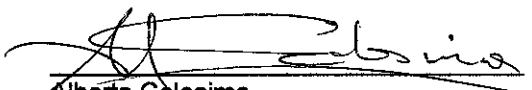
In witness whereof, the parties have on this date caused their signatures to be hereunto affixed by their duly authorized officers.

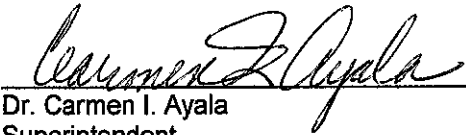
  
Eliseo Medina, Trustee  
For, Local 73, SEIU

  
Adam Mounce  
President, Board of Education

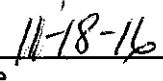
  
William Ness  
Head Custodian, District 98

  
Brian Swade  
Vice-President, Board of Education

  
Alberto Colosimo  
Head Custodian, District 98

  
Dr. Carmen I. Ayala  
Superintendent

  
Date

  
Date

## APPENDIX A

### FAMILY AND MEDICAL LEAVE ACT (FMLA)

#### I. Definition

As used in this section:

- a. "Eligible employee" means an employee who has been employed in a full-time capacity with the District for at least twelve (12) months and has at least 1,250 hours of service with the District during the twelve months which precede the period of the requested leave.
- b. The term fiscal year is July 1 to June 30.
- c. The term "equivalent position" shall mean any position for which an eligible employee is legally qualified with compensation and benefits equal to or better than the compensation and benefits received by an eligible employee prior to being granted a leave under this section.
- d. Other terms shall be defined as defined in the Family and Medical Leave Act (P.L. 103-3 and rules and regulations as promulgated by the United States Department of Labor.

#### 2. Leaves

- a. Eligible employees shall be granted a total of twelve (12) work weeks of unpaid leave (subject to the requirement of Section 2 b (of this Article) during any school year for one or more of the following reasons:
  - 1) The birth of a child and to care for such child;
  - 2) The adoption of a child or the placement of a foster child and to care for such child;
  - 3) To care for a spouse, son, daughter, or parent who has a serious health condition; and
  - 4) A serious health condition that makes the employee unable to perform his/her job functions.
- b. An eligible employee shall substitute accrued paid sick leave and personal leave days for unpaid leave days taken under Sections 2 (a) (3) and (4) of this Article.

#### 3. Notification

In any case in which the necessity of leave under subparagraphs 2(a) (1) or (2) is based upon an expected birth or placement, the eligible employee shall provide the Superintendent at least thirty (30) days notice before the date the leave is to begin, of the employee's intention to take leave under such subparagraph. Where due to unforeseen circumstances, such notice is not practicable, said employee shall provide as early a notice as practicable.

In any case in which the necessity for leave under subparagraphs 2 (a) (3) or (4) is based upon illness or a serious health condition, the eligible employee shall make every reasonable effort to schedule the treatment so as not to

disrupt unduly the operations of the District, subject to the approval of the health care provider. The eligible employee shall provide the Superintendent with no less than thirty (30) days notice before the date the leave is to begin, of the employee's intention to take the leave. Where due to unforeseen circumstances such notice is not practicable, the employee shall provide as early notice as is practicable. An eligible employee requesting leave under subparagraphs 2 (a) (3) or (4) shall, concurrently with the required notification, provide written certification from a health care provider of the reasons for the employee's request for family and medical leave.

#### 4. Repealer

In the event the Family and Medical Leave Act is repealed, then this section of this Article shall, as of the date of repeal, no longer be in force and effect.