

**AGREEMENT BETWEEN
THE
BROOKWOOD SCHOOL
DISTRICT 167 BOARD
OF EDUCATION
AND
THE UNIFIED STAFF
ASSOCIATION**

2020-2021

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ARTICLE I – RECOGNITION

This Agreement is made and entered into by and between the Board of Education, School District #167, Cook County, Illinois (hereinafter referred to as the Board), and the Unified Staff Association, affiliated with the IEA and NEA (hereinafter referred to as the Association), for the purpose of recognizing the Association as the sole negotiating agent for all educational support professional employees of District #167 (hereinafter referred to as employees). All managerial and confidential personnel, as defined in the Illinois Educational Labor Relations Act, as well as all certificated employees, will be excluded. It is specifically agreed between the Board and the Association that the Director of Buildings and Grounds, the Cafeteria Manager, the Computer Technician, the Executive Secretary to the Superintendent, the Secretary to the Comptroller/Business Manager, the Secretary to the Special Education Director, the Accounts Payable Clerk, and Playground /Lunchroom Supervisors are excluded from the bargaining unit.

ARTICLE II – DEFINITIONS

A. New Hire

1. A person who has never worked for Brookwood School District #167.
2. Medical, dental, and life insurance benefits are available to new hires from the first of the month following the date of hire.
3. All leave benefits (sick, personal/emergency, and funeral) will accrue from the date of hire and will be available after thirty (30) calendar days.

B. Regular Employee

A regular employee is a person who has been employed in the District more than sixty (60) workdays.

C. Seniority

Seniority is the length of continuous employment in the District.

D. Full-Time Employees

A full-time employee is one who is normally scheduled to work more than thirty (30) hours per week at least one hundred eighty (180) days per year. This includes those working two different part time jobs within the bargaining unit equal to thirty-five (35) hours or more per week at least one hundred eighty (180) days per year.

E. Part-Time Employees

A part-time employee is one who is normally scheduled to work thirty (30) hours per week or fewer and/or fewer than one hundred eighty (180) days per year.

ARTICLE III – NEGOTIATION PROCEDURES

- A. The parties will commence bargaining for a successor Agreement as per the Illinois Educational Labor Relations Act and its Rules and Regulations, but in no case later than April 1 of the final year of the Agreement.
- B. It is agreed that after forty-five (45) days prior to the opening of schools, the parties will jointly request the Federal Mediation and Conciliation Services (FMCS) if either party to this Agreement declares impasse and an impasse exists. Should FMCS be unavailable, the parties will immediately commence discussions as to a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board will be asked to assign a mediator.
- C. Any alleged violation of this Article may be remedied by either an unfair labor practice charge, or a grievance, but not both.

ARTICLE IV – ASSOCIATION RIGHTS

- A. The Board will place on the agenda of each regular Board meeting for consideration any matters brought to its attention by the Association so long as these matters are made known in writing to the Superintendent six (6) working days prior to the regular meeting, provided that such matters may not constitute the bringing or processing of grievances or professional negotiations or collective bargaining proposals.
- B. An employee or group of employees or the Association, who wish to address the Board regarding employment-related problems which are not grievances and which do not constitute negotiations, must follow these guidelines:
 - 1. Consult with the principal of the school or his/her designee and if the problem is not solved, take it to the Superintendent.
 - 2. Consult with the Superintendent and if the problem is not solved to the satisfaction of the employee or group of employees, take it to the Board.
- C. The Board agrees to make available to the Association in response to reasonable requests all available public information already compiled concerning the financial resources of the District. Nothing herein will require the Board's administrative staff to research and assemble information. The Association will furnish or make available for reproduction copies of any pertinent information as reasonably requested by the Board or its representatives.
- D. Upon at least twenty-four (24) hours' notice to the Superintendent or designee, the Association will have the right to use school buildings for meetings provided that such business does not interfere with or interrupt school operations or previously scheduled events, as determined by the administration. Any weekend use will be subject to an assessment to cover costs of overhead.
- E. Space for Association-provided bulletin boards will be made available for use by the Association in each school building for posting notices of activities and other matters of Association concern. The regular District interschool mail service will be made available to the Association for communication to employees.
- F. Upon employment, newly-hired employees will receive a copy from the Association of the current contract agreement between the Association and the Board at the Association's expense. The Union President will be provided notification of all new employees within five (5) working days of Board approval of the hire date for of each new employee.
- G. With respect to all sums deducted by the Board pursuant to authorization of the employee for membership dues, the Board agrees to remit said sums within ten (10) days to the treasurer of the Association. Such remittance will be accompanied by a list of employees for whom such deductions have been made. The Association will, at administration request, advise the Board of all other information needed by the Board to fulfill the provisions of this Section.

- H. The Board will assume all costs involved up to the final preparation for printing of this document. Within four (4) weeks from the date officers of the respective parties sign the Agreement, the Board will have the contract printed and ready for distribution by the Association and provide an electronic version to the Association. The Association will reimburse the Board for printing costs of copies it requests on a per copy basis.
- I. The President of the Association will be provided with an electronic copy of the agenda for each Board meeting at least forty-eight (48) hours prior to the meeting. In case of a special Board meeting, reasonable effort will be made to notify the President of the Association or his/her designee prior to said meeting. An electronic copy of the approved minutes will be provided the President of the Association within forty-eight (48) hours after the meeting at which they were approved.
- J. In the event that the Association desires to send representatives to local, state, or national conferences or on other business pertinent to Association affairs, these representatives will be excused without loss of salary, providing the Association reimburse the District for the cost of the substitute(s) if any. In any school year, no more than twelve (12) days in the aggregate may be used for such purpose. A written request for leave must be submitted to the Superintendent. Staff members in dock status will not be eligible under this provision.

ARTICLE V – EMPLOYEE RIGHTS

- A. When an employee is required to appear before the Board concerning any matter which could adversely affect the employee's employment or salary, the employee will be so informed in writing and entitled to have an Association representative present.

Further, when an employee is required to appear before the Board, except in case of emergency, he/she will be given forty-eight (48) hours prior notice of the reasons for such meeting.

- B. Upon appropriate written authorization from the employee, the Board will deduct from the employee's salary, contributions and payments for annuities, savings bonds, and credit unions. This authorization may be revoked in writing at any time. Changes, other than revocations, can be made the first two (2) weeks of the school year or the first two (2) weeks of January. Exceptions would require approval of the Superintendent.
- C. Any employee who is a member of the Association or who has applied for membership may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, IEA and NEA, prior to September 15, which authorizations may be revoked at any time. Pursuant to such authorizations, the Board will deduct Association dues from the salary checks of the employee in equal installments with the first deduction in September. Deductions for employees hired after the commencement of the school term will be so pro-rated as to complete payments by the following June. Special arrangements for interrupted service may be worked out between the Superintendent and the Association.
- D. Each employee will have the right upon request and twenty-four (24) hours' notice to review the contents of his/her personnel file. An Association representative may, at the employee's request, accompany the employee to review his/her personnel file. The employee will be entitled to copies of all materials in their personnel file and will be charged no more than 5 cents per page.
- E. Employees have the right to place written response to any material in their personnel file which they wish to clarify within twenty (20) working days of receipt of the materials in question.
- F. A written job description for each position in the bargaining unit will be provided to the employee annually no later than October 1 of each school year or two (2) weeks after Board approval of hire if the school year has started.
- G. Notice of bargaining unit vacancies and promotional opportunities will be posted on employee bulletin boards and a copy will be provided to the Association President. A list of the desired qualifications as determined by the administration for the positions will accompany such posting.

No such position will be filled for at least ten (10) business days after the required posting. Employees who wish to be considered for such posted positions will notify the Superintendent or designee in writing by the date required on the posting. Seniority will be one consideration in the decision making process.

- H. Each employee who possesses the desired qualifications and who provides the written notification required above will be guaranteed an interview for a vacant position. If he/she is not selected for the position, the employee will, upon request, be notified of the reason(s) in writing.

In the event an involuntary transfer becomes necessary, the affected employees will be given an explanation as to the reasons for the involuntary transfer in writing.

- I. Each full-time non-custodial employee will be entitled to an unpaid, duty free lunch period of thirty (30) minutes per day or, in the case of paraprofessionals, of equal length to that of the teacher. Full-time custodians and health clerks will be entitled to a paid thirty (30) minute lunch/supper while remaining in the building.
- J. An employee who works at least seven and one half (7 1/2) hours per day is entitled to two (2) fifteen, (15) minute breaks per day.

- K. Uniforms

- 1. Required uniforms for custodial and cafeteria staff will be provided by the District as needed. Custodians will be provided a winter jacket. Replacements will be provided as needed. Both custodian and cafeteria workers will be provided five (5) new shirts each school year.

- L. Employees who use their own automobile for District business or for required travel between buildings will be reimbursed at the maximum rate allowed by the Internal Revenue Service.

- M. Tuition Reimbursement

The District will reimburse employees when an employee is required to take additional schooling as requested by Brookwood School District 167 Superintendent. Reimbursable costs are: tuition costs, book requirements and mileage costs. When an employee elects to take a course(s) which directly relate(s) to his/her position, the employee may petition the District for reimbursement for tuition costs. The Superintendent will make the determination as to whether the District will pay the tuition costs in full or in part.

Brookwood School District 167 will reimburse paraprofessionals for the cost of the state paraprofessional licensure test. This reimbursement is limited to one time per person upon successful completion.

N. Reduction-In-Force and Recall

1. Removal, Dismissal, and Recall – If an employee is removed or dismissed as a result of a decision of the Board to decrease the number of educational support personnel employed by the Board or to discontinue some particular type of educational support service, the employee with the shorter length of continuing full-time service with the Board, within the respective category of position, shall be dismissed first. Recall shall be in reverse order of layoff.
2. Breaking of Ties – In the event that more than one (1) individual bargaining unit member within the same category of position has the same starting date of work the tie will be determined by drawing lots.
3. Categories of Position – The following categories of position shall apply to this Article:

Building Secretary
Building Clerk
Media/Library Clerk
Health Clerk
Paraprofessional
Full-Time Custodian
Hourly Part-time Custodian
Cafeteria

O. Employee Discipline

1. The Board, the Superintendent, or her/his designee (administrator), may progressively discipline an employee through oral reprimands, written reprimands, suspensions with or without pay, docking of pay, or termination. Nothing contained herein prevents the skipping of disciplinary steps where determined appropriate in the sole discretion of the Board/administrator.
2. An employee may have a representative of the Association present at any meeting which could result in disciplinary action.
3. No regular employee will be terminated without first being given the specific reasons for the termination in writing, and the opportunity to meet with the Superintendent, along with an Association Representative, to discuss the reasons for the termination.
4. However, nothing herein shall be construed to permit the employees to refuse to attend a required appearance before the Board, Superintendent or administrator.

ARTICLE VI – BOARD RIGHTS AND NO STRIKE

- A. The Board retains and reserves the ultimate responsibility for proper management of the District as conferred upon and vested in it by the statutes and the Constitution of the State of Illinois and the United States, including but not limited to the responsibility for and the right:
1. To maintain executive management and administrative control of the District and its properties and facilities, and the activities of its employees as related to the conduct of the District's affairs.
 2. To hire all employees and, subject to the provisions of the law, to determine their qualifications, and the conditions of their continued employment, or their dismissal or demotion, their assignment and to promote and transfer all such employees.
 3. To delegate authority through recognized administrative channels for the development and organization for the means and methods of operations.
 4. To determine schedules, the hours of operation; and the duties, responsibilities and assignments of employees with respect thereto, and to subcontract for services as deemed necessary and appropriate by the Board.
 5. To exercise the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, will be limited only by the specific and express terms of this agreement.
- B. During the term of this Agreement, neither the Association nor individual Association members will conduct any withholding of services or concerned action of a strike, slow down, mass sick call or impose a duty or obligation upon any member to conduct, assist or participate in a strike or any of the above-mentioned actions.
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ARTICLE VII – EMPLOYEE EVALUATION

- A. All newly-hired employees will be subject to a ninety (90) work day probationary period and will be evaluated, in writing, within the first ninety (90) workdays of employment. These evaluations will occur between the 65th and the 80th workday of employment. Each new employee will be provided with a copy of their current job description and a copy of the evaluation tool to be used. This evaluation must be completed prior to any recommendation for termination.
- B. The primary purpose of employee evaluations shall be to evaluate the employee's performance of his or her job skills during the evaluation period. All evaluations shall be conducted in good faith to this end and in accordance with the provisions of this Agreement. Evaluations will be based on the current job descriptions.
1. Each employee shall be formally evaluated in writing by his or her immediate supervisor at least twice in the first year of employment including once during the probationary period and the supervisor shall endeavor to evaluate at least once per year thereafter. All formal written or electronic evaluations shall indicate employee strengths and weaknesses. If weaknesses are noted, specific suggestions for improvement shall be provided. The immediate supervisor of an employee shall be responsible for evaluation of all employees assigned to them; however the Superintendent has a right to assign this function to some other Administrator, including him/herself, with notification to the employee as to this assignment prior to the evaluation.
 2. All nine (9)-month employees will be evaluated no later than March 30 of each school year. All other employees will be evaluated annually. If an employee receives an "excellent" rating then they will be on an at least bi-annual schedule.
- C. Conference—Following the completion of a formal evaluation, the immediate supervisor shall arrange a conference with the employee within five (5) working days of completion and during the employee's workday to discuss the evaluation. The employee shall be provided a written or electronic copy of the evaluation one (1) working day prior to the conference.
- D. Comments—The employee shall have the right to attach written comments to his or her evaluation and such comments will be attached to the evaluation and placed in the personnel file.
- E. Evaluation Committee—An Ad-Hoc committee comprised of equal numbers of USA members and Administrators will meet as needed to review job descriptions and the evaluation tool. Either the Union or the District may request the meeting. The members of the committee will be provided with copies of the evaluation instrument at the time the committee meets. Any committee-recommended changes to the job descriptions will need approval of both the Brookwood District 167 Board of Education and the evaluation committee.

The committee will work collaboratively to determine recommended changes.

Any and all recommendations to be presented to the School Board will be reduced to writing and provided to the Union before the Board.

- F. Professional Development for Classified Staff—The District will include when appropriate, training opportunities for classified employees during the regular workday. With prior approval of the Superintendent or designee, an employee may voluntarily attend in-service training opportunities he/she believes will be of benefit in the performance of assigned duties. Where attendance at training opportunities is voluntary and approved, release time will be granted, and substitutes provided as necessary. When voluntary training opportunities are scheduled outside of regular work hours, an employee approved to attend shall receive his/her per diem rate of pay.

The Board and the USA shall establish a joint committee to study and make recommendations relating to employee training and development. Working in an advisory capacity, this committee shall consist of three (3) members appointed by the USA President and three (3) members appointed by the Superintendent. Among the issues to be studied by this committee is an assessment of the District's training needs, and a determination of the training opportunities to be offered to classified employees. Committee recommendations will be presented to the Board of Education for consideration and approval.

ARTICLE VIII – WORK SCHEDULES

A. The regular work schedules for employees will be as follows:

1. Building Secretaries/Building Clerks

Begin August 1 (or the Monday after if it falls on a weekend) to June 30 (or the Friday before if it falls on a weekend). It includes all days students are counted in attendance, institutes, and parent-teacher conference days. The workday will be eight (8) hours with a thirty (30)-minute, unpaid, duty-free lunch.

A secretary/building clerk may be required to administer first aid in accordance with established first aid and OSHA standards when the nurse is not available. The secretaries/building clerks will be required to attend first aid training provided by the District.

2. Media/Library Clerks

Begin two weeks prior to the opening institute day of school and one week after students are dismissed for the summer. It includes all days students are counted in attendance, institutes and parent-teacher conference days. The workday will be eight (8) hours with a thirty (30)-minute unpaid duty-free lunch. On Institute days, media/library clerks may choose to work in the library for purposes of cleaning and filing, with the approval of the superintendent, not to exceed eight (8) hours.

Clerks may be required to administer first aid in accordance with established first aid and OSHA standards when the nurse is not available. Clerks will be required to attend first aid training provided by the District.

3. Paraprofessionals

Begin the first institute day and work all days students are counted in attendance, institute days and parent-teacher conference days. The workday will be eight (8) hours with a thirty (30)-minute unpaid duty-free lunch.

4. Health Clerks

Begin one week prior to the first institute day and work all days students are counted in attendance, institute days and parent/teacher conference days. The workday is eight hours (8) with a thirty (30)-minute paid lunch in the building. Health clerks will be available for emergencies as determined by the building principal during their lunch period.

5. Cafeteria Employees

Lunch Hours: Work all days of student attendance with lunch hours plus the first day students attend school. The workday will be 4.0 hours per day on all student attendance days with lunch hours plus the first day of school. The workday is defined for purposes of calculating sick days, personal business days, and

holidays. Employees will use a time clock each day to reflect actual time worked for that day. If the workday should exceed 4.0 hours, the employee will seek prior approval for extra time from the building administrator. Any additional days or hours will be at the direction of the Superintendent as implemented by the Food Service Director.

Breakfast/Lunch Hours: Work all days of student attendance with breakfast/lunch hours plus the first day students attend school. The workday will be 5.5 hours per day on all student attendance days with breakfast/lunch hours plus the first day of school. The workday is defined for purposes of calculating sick days, personal business days, and holidays. Employees will use a time clock each day to reflect actual time worked for that day. If the work day should exceed 5.5 hours, the employee should seek prior approval for extra time from the building administrator. Any additional days or hours will be at the direction of the Superintendent as implemented by the Food Service Director.

6. Full-Time Day Custodians and Full-Time Night Custodians

Work all week days of the School District fiscal year except for legal school holidays. The workday is eight (8) hours with a thirty (30)-minute paid lunch in the building. Custodians will be available for emergencies as determined by the building principal during their lunch period.

7. Part-Time Custodians

Work all days students are present in school plus the summer if needed. The work day will be up to four (4) hours on attendance days and up to eight (8) hours during the summer break if needed.

8. The regular work schedule for all employees will be confined to Monday-Friday, with exceptions made only in cases of emergency or with the mutual agreement of the employee and his/her immediate supervisor.

9. Regular Work Day

Should an employee be required to work additional hours after completing a full work day then they will be paid at their regular rate of pay up to 40 hours with prior written approval of the principal. Should an employee work more than 40 hours, they will be paid the overtime rate with prior written approval of the principal.

Every attempt will be made to adjust the schedule so that employees are not required to work any additional hours to attend evening functions.

In the event that an hourly employee works in excess of the time indicated or less than the time indicated, extra pay or docking will be figured on the basis of the total hours for a year. Yearly hours may vary due to changes in the calendar each year. Therefore, the following averages will be used. These are the hours agreed upon when salaries are figured.

POSITION	DAILY HOURS	PERIOD	YEARLY HOURS
Building Secretary Building Clerk (beginning 8/1/17)	7.5 hour day with 30 minute unpaid duty free lunch for 8 hours total	8/1 – 6/30	1687.5
Media/ Library Clerks	7.5 hour day with 30 minute unpaid duty free lunch for 8 hours total	Two (2) weeks before and one (1) week after school year	1537.5
Health Clerks	8.0 hour day with a 30 minute paid lunch on premises	One (1) week before and one (1) week after the school term	1500
Paraprofessionals	7.5 hour day with 30 minute unpaid duty free lunch for 8 hours total	School term, 180 days	1425
Custodians	8.0 hour day with a 30 minute paid lunch on premises	7/1 – 6/30	2080
Hourly Part-time Custodians	Up to 4.0 hours as needed	School year and summer (up to 8 hours if available)	varies
Cafeteria—Breakfast/ Lunch	5.5 with one 15 minute break	School term, 180 days	
Cafeteria—Lunch	4.0	School term, 180 days	

10. Emergency School Closings

ROBO calls and emails will be used to notify all staff for any school closing day. If an employee cannot make it to work as may be required on a weather day, then a personal or sick day may be used. Any leave days previously approved will not be charged against any employee.

B. Overtime Work Opportunities 12 Month Employees

1. Additional work opportunities in the District, except as provided in Section B 2 below, when no substitute is available will be first offered to the employees in the building and in the department where the added hours occur if such work opportunity is known twenty-four (24) hours in advance and is short term (five work days). Full-time employees will be first offered the work and it shall be rotated among them where there is more than one full-time employee. If the full-time employee(s) are unwilling or unable to perform the work, it will be offered to any part-time employee(s) in the same building and the same department.

In the case of a department where all employees are part-time, added work opportunities will be rotated among those employees willing to do the work. In no case, however, will any employee be allowed to work more than twelve (12) hours per day.

After one week every attempt will be made to hire a substitute until a full time employee is hired.

2. Rental Supervision

Custodial employees will be offered the opportunity to provide supervisory services on non-school days. An employee agreeing to perform this service will be compensated at the rate of time and one-half of his/her rate. Employees from the building being used will be first offered the opportunity. If more than one (1) employee in the building is interested, the opportunity will be rotated among interested employees. If no one is interested, then other District employees will be asked.

The school principal and/or Director of Buildings and Grounds may assign other work in addition to the supervisory assignments. If such work assignments are added to a Sunday supervisory activity, the rate of pay will be double time.

3. Emergency Calling

If called out to a building for an emergency by appropriate authorities (police, fire, the Director of Buildings and Grounds, or an administrator) during off duty hours, personnel will be paid time and one-half with a two (2) hour minimum.

ARTICLE IX – FRINGE BENEFITS

A. Sick Leave

1. Sick leave for educational support professionals shall be:

	<u>10-Month</u>	<u>11-Month</u>	<u>12-Month</u>
a. Beginning to ten years in District	10 days	11 days	12 days
b. Eleven to nineteen years in District	11 days	12 days	13 days
c. Twenty years or more	12 days	13 days	14 days
d. Sick leave accumulative to 300 days			

2. Sick leave is allowed for the following reasons:
 - a. Personal illness
 - b. Serious illness of children, husband or wife
 - c. Serious illness of parents, brother or sister, grandparents, grandchildren, mother or father-in-law, brothers or sisters-in-law, domestic partners, and legal guardians.
3. Verification by doctor's statement may be required after an absence of three consecutive days for personal illness or as may be deemed necessary in other case in accordance with the Illinois School Code, ILCS 105:5/24-6. Reasonable time will be given to obtain said statement after three consecutive days of personal illness.
4. A statement of cumulative sick days will be given to each employee by the first paycheck in September. All usage of sick leave will be deducted on an hourly basis.
5. Employees who have exhausted their sick leave may submit a letter to the Superintendent requesting additional unpaid leave on the District form. An unexcused absence shall mean that any and all leave time has been exhausted and the employee is not eligible for an extended medical leave pursuant to Section D or E of this Article.
6. Catastrophic Sick Leave Bank.
 - a. Any member of the bargaining unit shall be eligible to participate voluntarily in a "Catastrophic Sick Leave Bank. Such employees who desire to participate in the Sick Leave Bank shall submit written notice of intent to participate on a provided form. Said notice shall be given to the Sick Leave Bank Committee to administer the provision of said Sick Leave Bank prior to October 1 of each year.
 - b. Membership in the Bank shall require an employee to contribute a minimum of one (1) day of accumulated sick leave. Additionally, if the bank becomes depleted during any given school year, the Sick Bank Leave Committee may request each contributing member to donate one additional

day to the bank.

- c. A participant may cancel membership by so indicating in writing directed to the attention of the chairperson of the Sick Leave Bank Committee. Cancellation of membership, regardless of reason, shall mean forfeiture of any claim to contributed days and benefits of membership.
- d. Authorized withdrawals by participating employees from the Sick Leave Bank shall be made only upon approval of the majority members of the Sick Leave Bank Committee and their decision shall be final. No one shall draw from the Bank until a doctor's certificate of illness is presented to the committee and to the district, and the participating member applying for such withdrawal has, in fact, depleted his or her accumulated sick leave. The doctor's certificate of illness shall indicate the nature, anticipated extent, and duration of the illness. Employees are eligible for withdrawal from the bank for only one (1) continuous illness per school year. The Sick Bank Leave Committee may approve up to twenty (20) sick leave days for an approved withdrawal.
- e. Three (3) members of the United Staff Association appointed by the President will act as a Sick Leave Bank Committee in all matters that concern the policies and decision of the Sick Leave Bank.
- f. The United Staff Association representatives of the Committee shall compile a roster of participating employees, also indicating the number of days contributed by each member and shall submit information to the administration no later than October 15. The administration will deduct any contributed days from the official sick leave accumulation record of the contributing member by October 31. The representatives of the Committee shall also report the specifics of any withdrawals to the administration.
- g. Any member who is receiving disability benefits from the Teachers' Retirement System, IMRF, Social Security Administration, Veteran's Administration, or is absent from illness or injury due to a work-related accident (which is compensable under the Illinois Workers Compensation Act), may not avail himself/herself of any benefits of the bank.
- h. The United Staff Association agrees to indemnify, and save and hold harmless, the Board of Education from any and all liability, costs, attorneys' fees or damages suffered by the Board as a result of any litigation, arbitration, or administrative agency proceeding, which might arise as a result of this Article.
- i. Any dispute, which arises as to the administration of this Section, shall be non-grievable.

- j. In the event that the Sick Leave Bank is terminated by action of the District and the Union, the available days will be prorated to contributing members of the Bank, except that no employee may receive more than the total number of days the employee contributed to the Bank.

B. Personal/Emergency Leave

1. All regular employees who are normally scheduled to work twenty (20) hours or more per week will be granted four (4) days of paid personal/emergency business leave during each school year.
2. Regular employees who are normally scheduled to work less than twenty (20) hours per week will be granted one (1) day of paid personal/emergency business leave for the first ten (10) years in the District. They will receive two (2) days for 10-19 years in the District, and three (3) days for twenty (20) or more years in the District.
3. Personal/emergency business is defined as business of a personal nature which cannot be conducted at a time not in conflict with the employee's regular workday, or an emergency over which the employee has no control and which requires immediate attention. Notice of such leave will be given as far in advance as possible.

Except in cases of an emergency, written advance notice of the necessity and reason for personal/emergency leave will be submitted two (2) school days prior to date of leave to the Superintendent or his/her designee. In case of emergency, the employee must provide reason for the leave as soon as possible and in any event, no later than the day he/she returns to duty.

Employees who have exhausted their personal/emergency business leave may submit a letter to the Superintendent requesting additional leave. This additional leave, if granted, will be on the District form considered to be an unexcused absence and will result in dock status.

4. The intent of personal/emergency leave is not to extend vacation or holiday periods.

Except in cases of emergency (which will be upon approval of the Superintendent), leave will not be taken the day before or the day after a legal holiday, nor during the first or last two (2) weeks of the school year except for religious holidays.

5. Personal/emergency leave is not cumulative but is added to sick leave if not used during the school year.

C. Funeral Leave

Funeral leave for death in the immediate family will extend from the day of death through the day of the funeral, plus reasonable travel time, if necessary. ("Immediate family" will include parents, spouse, brothers, sisters, children, step-children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, son-in-law, daughter-in-law, domestic partners, and legal guardians.) Should there be a need, in any instance, for such leave to exceed five (5) school days, those days in excess of five (5) will be deducted

from employee's sick leave. In the event of the death of a child or step-child, an employee, who has previously exhausted his/her sick and personal leave days, may use up to ten (10) unpaid leave days following the use of paid bereavement days. Upon request of the Superintendent, the employee must present evidence of having attended a funeral utilizing bereavement leave.

If there is a need to attend a funeral of an extended family member, household member, or friend, sick or personal leave may be used.

D. Family and Medical Leave Act

1. General Entitlement

Eligible employees of Brookwood School District 167 are entitled to leave according to the terms of the *Family and Medical Leave Act* ("FMLA"). Requests for unpaid leave under the *Family and Medical Leave Act* shall be designated as such by the employee in his/her request for leave. The Board shall address such requests according to the provisions of the FMLA and rules and regulations as promulgated by the United States Department of Labor.

2. Definitions

For the purposes of the FMLA, eligible employees shall be defined as a person who has been employed with the Brookwood School District 167 for at least twelve (12) months from the date of hire (need not be consecutive). Employees may, but shall not be required to substitute paid sick and/or personal leave days for any period of a leave taken under the FMLA.

For purposes of the FMLA, year shall be defined as the insurance year which begins September 1 and ends August 31; academic term shall be defined as the school semester and the school year may not have more than two (2) terms or semesters.

For the purposes of FMLA, "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves inpatient care, or a condition that requires absence from work with continuing treatment by a health care provider. If doubts about the validity that a serious health condition exists, the employer may require a second opinion at employer's expense.

3. Purposes

Eligible employees shall be granted leave for one or more of the following reasons:

- a. the birth of a child;
- b. the adoption of a child or the placement of a foster child;
- c. to care for a spouse, domestic partner, son, daughter, or parent who has serious health conditions; and
- d. a serious health condition that makes the employee unable to perform his/her job.

- e. Military Caregiver Leave: Eligible employees (spouse, son, daughter, parent or next of kin of a covered service member with a serious injury or illness) shall be entitled to a total of twenty-six (26) workweeks of unpaid leave during a single twelve (12) month period to care for the service member subject to the FMLA and the Department of Labor's governing regulations.

4. Continuation of Medical Care Coverage

The Board shall maintain medical care coverage for the duration of the FMLA leave at the same level and under the same conditions that existed at the time of the commencement of the leave. The cost of medical care premiums paid by the District during the leave can be recovered if the employee does not return to work at the end of the leave period.

5. Amount of Leave

The maximum amount of FMLA leave, paid and unpaid combined, in any insurance year shall be twelve (12) weeks. Leave resulting from a serious health condition may be taken intermittently or on a reduced leave schedule when medically necessary.

6. Notice

The employee must provide at least thirty (30) days written notice of the intent to take FMLA leave. Where, due to unforeseen circumstances, such notice is not practicable, the employee shall provide as early a notice as is practicable. An eligible employee shall make every reasonable effort to schedule planned medical treatment so as not to disrupt unduly the operations of the District, subject to the approval of the health care provider.

7. Repeal

In the event that the FMLA is repealed, then this Article shall, as of the date of the repeal, no longer be in force and effect.

E. Medical Leave

Whenever an employee is off for an extended period of time due to personal health problems, he/she may apply for a medical leave without pay. Such leave, if approved by the Board, will permit the employee to continue any life and medical insurance coverage that he/she has with the District group carrier at his/her expense.

F. Jury Duty

An employee who has been called for jury duty will not suffer any loss of pay.

G. Absence Due to Work-Related Injury

When an employee is injured on the job and is eligible for Worker's Compensation benefits, the employee is entitled to receive weekly payments until he/she is able to return to work. Under Worker's Compensation benefits, the payments represent two thirds (66 2/3%) of the employee's average weekly earnings, subject to certain limits.

If the employee is being paid through Worker's Compensation, he/she may choose to use 1/3 sick leave day for the remaining time off as long as the Worker's Compensation check is turned over to the District and then the employee will receive their full regular pay.

H. Holidays

1. No employees will be required to work on state school holidays.

If an employee is called out to work on a holiday, pay will be at double time rate.

All salaried employees will be paid for all the state holidays. The hours for holidays will be figured into the salary schedules.

Hourly employees will be paid for a holiday if such day falls during the normal work week and if the employee works the day before or the day after the holiday.

2. The Superintendent has the discretion to provide other days off.

I. Paid Vacation

1. Twelve-Month Employees

Full-time, twelve (12)-month employees will receive the following paid vacation days after each July 1st:

6 months in District from date of hire	3 days
1 year in District from date of hire	5 days
2 years in District from date of hire	12 days
5 years in District from date of hire	15 days
10 years in District from date of hire	20 days

Full-time, twelve (12)-month employees, with twenty (20) or more years of experience in the School District, shall be entitled to twenty-five (25) days of paid vacation time annually.

Five (5) vacation days may be carried over beginning in July 1 of 2018. Any days over the five (5) carry over days that are unused as of June 30th of the following year will be forfeited.

2. Eleven-Month Building Clerks and Secretaries

Eleven (11)-month Secretaries will be able to use accumulated vacation days earned prior to July 1, 2017 over the length of this contract.

Two floating vacation days for eleven (11)-month secretaries and clerks. Floating vacation days are not cumulative and will be forfeited if not used.

3. An employee must request vacation time at least two (2) weeks prior to the vacation. No more than one continuous week of vacation time may be used between June 15 and September 1 unless the employee makes a written request and the request is approved by the Superintendent (additional days may be used during this period as long as it is no more than 2 consecutive work days). This provision goes into effect June 15, 2018.

No more than three (3) custodians can be on vacation at the same time during June 15 and September 1 (Blackout period) unless the superintendent approves.

No vacation will be permitted the first two (2) weeks or the last two (2) weeks of the school year.

J. All full-time employees will receive the following insurance coverage paid by the Board:

1. Thirty thousand dollars (\$30,000) term life insurance.
2. The Board will pay ninety-five percent (95%) of the premium rate of single health coverage and eighty-five percent (85%) of the premium rate of family health insurance coverage for employees hired prior to July 1, 2009. The Board will pay ninety percent (90%) of the premium rate of single health coverage and eighty percent (80%) of the premium rate of family health coverage for employees hired on or after July 1, 2009.

The Board will conduct on-site health screening(s) during the first forty-five (45) calendar days of each school year. The Board will pay for the cost of the health screening for participants who are enrolled in the health insurance plan and if applicable their spouse at the time of the screening.

For members who participate in this health screening each year and, if applicable, covered spouses at the time of the screening, the Board will pay one hundred percent (100%) of the premium rate of single health coverage and ninety percent (90%) of the premium rate of family health coverage for employees hired prior to July 1, 2009. For members who participate in this health screening each year and, if applicable, covered spouses at the time of the screening, the Board will pay ninety-five (95%) of the premium rate of single health coverage and eighty-five (85%) of the premium rate of family health coverage for employees hired on or after July 1, 2009. For members with family coverage, spouses if applicable must participate in order to receive the higher Board contribution levels.

If a member or spouse is/are unable to participate in the health screenings when they are held onsite, the member or spouse will have until October 31 to obtain a

screening at one of the screening company's alternate locations. Failure to obtain a screening by October 31 will result in higher premium costs for the employee as listed above, retroactive to the start of the insurance year (currently September 1 of each year).

3. The Board will pay seventy-five percent (75%) of the individual premium for dental insurance if elected by the employee.
 4. Employees in dock status as a result of an unexcused absence will be responsible for reimbursing the District for District costs for all insurance benefits for the unexcused absence at the same proration of the employee's annual work schedule as outlined in this document under Article VIII, Work Schedules.
- K. A part-time employee will be entitled to purchase dental/health insurance at the group rate if he/she chooses with approval of carrier.
- L. The Association will be entitled to appoint one (1) employee to serve on any insurance committee(s) that may be created in the District.

Mutual agreement of district employees and the Board of Education is necessary for any changes to the health and dental insurance plans.

M. Retirement

All employees who retire from the District must do so effective June 30 of their final year with at least fifteen (15) years of service to the District will receive a one-time payment of three thousand five hundred dollars (\$3,500) upon a six (6)-month written notice of retirement. Payment for unused sick days pursuant to this paragraph will be in the form of a post retirement severance payable thirty-one (31) days after the last day of service.

Thirty dollars (\$30.00) per day will be paid for unused sick leave, not applied toward IMRF service credit (a maximum of 240 days to IMRF). Should an employee accumulate 240-300 days upon retirement, a maximum of 60 days will be paid out at the \$30.00 rate as the other 240 days would be required to go to IMRF for service credit. An employee with less than 240 accumulated sick leave days will have the option to be paid the \$30.00 rate up to 239 days.

Retirement from employment in District 167 must be at IMRF eligible age or later to qualify, and after fifteen (15) years of continuous, successful service to the District. Payment for unused sick days pursuant to this paragraph will be in the form of a post retirement severance check payable thirty-one (31) and sixty (60) calendar days after the last day of service.

ARTICLE X – COMPENSATION

- A. The salaries and wage rates of employees are set forth in Appendix A and are incorporated herein. The salary and wage rates for new hires are set forth in Appendix B and are incorporated herein.

Salaries will increase three and one half percent (3.5%) for the term of this contract.

- B. Salary checks will be issued every two (2) weeks. There will be a two (2)-week delay in payment of salaries to hourly employees. Salaried employees, who work less than twelve (12) months, will have the option of being paid over twenty-two (22) or twenty-six (26) payments, except for school secretaries who will be on a twenty-six (26) payment cycle. Election of a twenty-two (22) or twenty-six (26) pay cycle must occur before the start of the school year or within two (2) weeks after employment. This selection cannot be revoked or changed within the school year and may be changed at the start of a new fiscal year. Regular pay dates will be every other Friday except when, during the school term, school is not in session and a regular pay date falls in that period. Employees who do not regularly work when students are not in session will receive a check on the last day school is in session prior to that recess period.

- C. Overtime

Each employee will be paid his/her regular rate of pay for the first forty (40) hours worked in any given week (Sunday through Saturday). Any hours in excess of forty (40) hours will be paid at time and one-half except for hours worked on a Sunday which will be paid at double time. For the purposes of computing hours worked per week, the employee will be considered to have worked any hours for which he received legal holiday pay. He/she will NOT be considered to have worked any hours for which he/she received sick, personal, vacation days, or paid leave. All overtime must have prior written approval from an administrator.

- D. Supervision of students by non-certificated personnel may occur for non-teaching duties that do not require instructional judgment, evaluation of pupils, or conducting an academic class session. Supervision may include but is not limited to supervision of study halls, detention, media centers, school libraries, cafeteria and school-sponsored extra-curricular activities. In the interest of safety, more than one educational support employee may need to be present to supervise students. Disciplinary procedures will be reviewed annually with staff at each building at the beginning of each school year.
- E. New hires will be placed on the rate stated in Appendix B. However, the Board may grant extra salary scale credit to a new hire for previous experience in a same or similar position at the determination of the Superintendent. Such previous experience credit will be limited to five (5) years of previous experience so that no new hire will be placed higher than an employee with equal number of years.

Employees will advance as shown in the Appendices July 1 each year except in the case of a new hire employed after January 1 who will not advance on the following July 1.

ARTICLE XI – GRIEVANCE

A. Definition

A grievance shall mean a complaint by an employee, a group of employees, or the Association that there has been an alleged violation, misinterpretation, or misapplication of any provision of this Agreement.

When a grievance is submitted by a nine (9)- or ten (10)-month employee, fewer than ten (10) days before the close of the current school term, time limits shall consist of all weekdays in order that the matter may be resolved before the close of the school term or as soon thereafter as possible.

B. Purpose

The primary purpose of the grievance procedure set forth in this Article is to secure at the earliest time and at the lowest level possible, equitable solutions to the problems of the parties. By mutual agreement in writing, the time limits listed may be changed.

C. Procedure

1. Representation. Any employee has a right to be represented in the grievance procedure by the Association. The employee will be present at any grievance discussion if he/she desires, or when the Administration and/or Association deems it necessary. When the presence of an employee or Administrator at a grievance hearing is requested by either party, illness or incapacity of the employee or Administrator will be grounds for any necessary extension of grievance procedure time limits.
2. Informal Step. An attempt may be made to resolve any grievance through free and informal verbal discussion between the complainant and his/her immediate supervisor.
3. First Step. If grievance cannot be resolved informally, the aggrieved employee(s) or the Association will file the grievance in writing. The filing of the grievance at the second step must be within fifteen (15) working days from the date of the occurrence of the event giving rise to the grievance. Within ten (10) working days from the time of filing at Step 2, the Supervisor or his/her designee will, at a mutually agreeable time, discuss the matter with the grievant in the presence of an Association representative, if so desired, with the objective of resolving the matter. Within five (5) workdays of the meeting, the grievant and the USA shall be provided with the Supervisor's written response.
4. Second Step. If the decision at Step 1 is not satisfactory to the grievant, then the grievant may refer the grievance to the Superintendent within ten (10) work days after the receipt of the Step 1 answer. The Superintendent or his/her designee shall arrange for a meeting to take place within ten (10) work days of the Superintendent's receipt of the grievance. Each party shall have the right to include in its representation such witnesses and representatives as he/she deems necessary

at his/her own expense. Within ten (10) work days of the meeting, the grievant and the USA shall be provided with the Superintendent's written response.

5. Third Step. If the grievance is not resolved satisfactorily to the aggrieved and the Association within five (5) working days after consideration by the Superintendent, there will be available a third step of impartial arbitration. The Association, or the aggrieved and the Association, may submit, in writing, a request to enter into such arbitration. The arbitration proceeding will be conducted by an arbitrator to be selected by the two parties within seven (7) working days after said notice is given. If the two parties fail to reach agreement on an arbitrator within seven (7) working days, the American Arbitration Association will be requested to provide a panel, that is acceptable to both parties, of seven (7) arbitrators. After determining by chance which party will strike the first name, each of the two parties will alternatively strike one name at a time from the acceptable panel until only one will remain. The remaining name will be the arbitrator. The decision of the arbitrator will be binding on the parties. If a request for arbitration is not filed within thirty (30) days of the date of the Step 2 answer, then the grievance will be deemed withdrawn.
6. Expenses for the arbitrator's service and the expenses which are common to both parties in the arbitration will be borne equally by the Board and the Association. Each party to an arbitration proceeding will be responsible for compensating its own representatives and witnesses.
7. The arbitrator, in his opinion, will not amend, modify, nullify, ignore or add to the provisions of this Agreement. His authority will be strictly limited to deciding only the issue presented to him in writing by the Board and the Association and his decision must be based upon his interpretation of the meaning or application of the express relevant language of the Agreement.
8. Grievance Withdrawal. A grievance may be withdrawn at any level without establishing precedent or practice.
9. Representation. If the employee desires to have representation at any level of the grievance procedure, the employee will not be required to discuss any grievance if the representative is unable to attend.
10. Processing. All grievances will be processed outside of the employee's work hours, unless by mutual agreement of the parties.
11. No Reprisals Clause. No reprisals shall be taken by the Board, the Administration, or the Association against any employees because of participation in a grievance.

ARTICLE XII – DURATION AND RELATED TECHNICAL CLAUSES

- A. This Agreement will become effective July 1, 2020, and continue in effect until June 30, 2021.
- B. The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties.
- C. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or by agreement of the parties from the area of collective bargaining, and the entire understanding and the agreement arrived at by the parties after the exercise of that right are set forth in this agreement. Therefore, the Board and the Association, for the life of this agreement, each voluntarily waive any and every right which might exist under law, practice, or custom to negotiate any further agreements, items, or topics effective for or during the term of this agreement, regardless of whether or not proposals were made on such issue or topic or item was negotiated. Each party expressly acknowledges that an obligation to bargain during the term of this contract arises only should both parties agree to amend, alter, or change a specific express provision of this Agreement. Under no other circumstance is either party obligated to bargain during the term of this contract. However, nothing in this Section will remove the obligation on the Board to negotiate the impact on wages, hours, and terms and conditions of employment of any decision either to subcontract bargaining unit work or to implement a reduction-in-force.
- D. Recognition of this Agreement

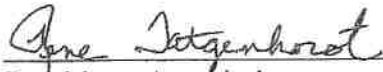
This Agreement supersedes and nullifies all previously written and verbal Agreements between the Board and the Employees.

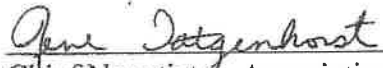
- E. Separability

Should any Article, Section, or Clause of this Agreement be declared illegal by a court of competent jurisdiction, then that part will be deleted from this Agreement to the extent that it violates the law. The remaining Articles, Sections, and Clauses will remain in effect. Should any additional modification or change be made in this Agreement, it will be necessary that the parties mutually agree in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and adopted this 21 day of September, 2020, as evidenced by the signatures of their respective officers affixed below.

THE UNIFIED STAFF ASSOCIATION 167

By: 
President, Association


Chief Negotiator, Association

BOARD OF EDUCATION,
BROOKWOOD SCHOOL DISTRICT 167,
COOK COUNTY, ILLINOIS

By: 
President, Board of Education


Secretary, Board of Education

Appendix A
Salaries and Wages – 2020-2021

2019-2020 Amount	Raise	2020-2021 3.5%
\$26,849.00	\$939.71	\$27,788.72
\$28,341.00	\$991.93	\$29,332.94
\$30,973.00	\$1,084.06	\$32,057.06
\$26,848.00	\$939.68	\$27,787.68
\$16,335.07	\$571.73	\$16,906.80
\$11,642.62	\$407.49	\$12,050.11
\$15,683.99	\$548.94	\$16,232.93
\$15,673.59	\$548.58	\$16,222.17
\$17,300.79	\$605.53	\$17,906.32
\$43,357.00	\$1,517.50	\$44,874.50
\$37,116.00	\$1,299.06	\$38,415.06
\$33,421.00	\$1,169.74	\$34,590.74
\$35,634.00	\$1,247.19	\$36,881.19
\$37,719.00	\$1,320.16	\$39,039.17
\$35,634.00	\$1,247.19	\$36,881.19
\$34,070.00	\$1,192.45	\$35,262.45
\$33,740.00	\$1,180.90	\$34,920.90
\$33,740.00	\$1,180.90	\$34,920.90
\$33,421.00	\$1,169.74	\$34,590.74
\$34,093.00	\$1,193.26	\$35,286.26
\$28,086.00	\$983.01	\$29,069.01
\$26,780.00	\$937.30	\$27,717.30
\$25,185.00	\$881.47	\$26,066.48
\$23,977.00	\$839.20	\$24,816.20
\$27,118.13	\$949.13	\$28,067.26
\$24,821.00	\$868.73	\$25,689.74
\$24,335.00	\$851.72	\$25,186.73
\$24,825.00	\$868.87	\$25,693.88
\$25,187.00	\$881.54	\$26,068.55
\$24,941.00	\$872.93	\$25,813.94
\$24,335.00	\$851.72	\$25,186.73
\$24,825.00	\$868.87	\$25,693.88
\$24,111.00	\$843.88	\$24,954.89
\$27,769.00	\$971.91	\$28,740.92
\$24,595.50	\$860.84	\$25,456.34
\$24,335.00	\$851.72	\$25,186.73
\$24,821.00	\$868.73	\$25,689.74
\$24,111.00	\$843.88	\$24,954.89
\$24,582.00	\$860.37	\$25,442.37
\$25,937.00	\$907.79	\$26,844.80
\$28,697.00	\$1,004.40	\$29,701.40
\$24,335.00	\$851.72	\$25,186.73

Appendix B
New Hire Schedule

2020-2021

New Hire Schedule	~~2019-20~~
	Hourly
Cafeteria	\$14.10
Full-time Custodian	\$15.91
Part-time Custodian	\$15.91
Clerk	\$15.91
Health Clerk	\$15.91
Secretary	\$16.84
Paraprofessional	\$16.92

When the District hires a current employee to work another job category that is paid at a higher hourly rate on the new hire schedule, the District will add to the employee's current hourly rate the difference between the hourly rates listed on the new hire schedule. When the District hires a current employee to work another job category that is paid at a lower hourly rate on the new hire schedule, the District will not reduce the employee's hourly rate.