

**MASTER CONTRACT**

**between**

**BOARD OF EDUCATION  
TOWNSHIP HIGH SCHOOL DISTRICT 211**

**and**

**DISTRICT 211 OPERATIONS MAINTENANCE GROUP**

**Submitted to: Members of the District 211 Operations Maintenance Group**

**Members of the Board of Education of Township High School District 211**

**by: High School District 211 Operations Maintenance Negotiation Committee  
Board of Education Negotiation Committee**

**Approved:**

**Effective: July 1, 2019 through June 30, 2023**

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## ARTICLE I – RECOGNITION

- A. Pursuant to Illinois Educational Labor Relations Board (I.E.L.R.B.) certification July 12, 2007, the Board recognizes the Union as the exclusive and sole negotiation agent for the negotiation unit composed of contractually employed Operations Maintenance employees hereinafter referred to as Unit Members and includes the following positions:

Preventive Maintenance, General Maintenance, Central Maintenance Force, Groundsmen, Swingmen, Special Maintenance, Warehouse Operator, Pool Operator, Painters, Custodians, Kitchen Custodial, and Equipment Manager.

- B. The Board agrees not to negotiate with any organization other than the Union for the duration of the Agreement.

## **ARTICLE II – NO STRIKE**

Neither the Union nor any employee will call, institute, authorize, participate in, sanction, encourage, or ratify any strike, work stoppage, or other concerted refusal to perform duties by any employee or employee group, or the concerted interference with, in whole or in part, the full, faithful and proper performance of the duties of employment with the Employer. Neither the Union nor any employee shall refuse to cross any picket line, by whoever established.

### **ARTICLE III – MANAGEMENT RIGHTS AND RESPONSIBILITIES**

The Board retains and reserves the ultimate responsibility for proper management of the District 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 professional activities of its employees as related to the conduct of school affairs.
2. To hire all employees and, subject to the provisions of the law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, their assignment, and to promote and transfer all such employees.
3. To set standards for the services to be offered to the public.
4. To increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds or other proper reasons.
5. To establish work schedules and to determine the starting and quitting time, and the number of hours to be worked.
6. To establish, modify, combine or abolish job positions and classifications.
7. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, and the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement.

## ARTICLE IV – UNION RIGHTS AND RESPONSIBILITIES

- A. **Notices** - The Union shall have the right to post notices of its activities and matters of Union concern on bulletin boards, at least one of which shall be provided in each building. Copies of each notice must be signed by a designated Union representative.
- B. **Mail Services** - The Union shall have the right to use designated unit member mailboxes for communications to members. The use of unit member mailboxes shall not be restricted so long as the intended communications are identified as those of the Union. The communications will be presented to the employee assigned as the mailbox clerk.
- C. **Use of Buildings** - The Union and its representatives shall have the right to use school district buildings for meetings and to transact official Union business provided that this shall not interfere with nor interrupt normal school operations. When special custodial service is required, the Board may make a reasonable charge therefore.
- D. **Information** - The Union shall be furnished on request all regularly and routinely prepared information concerning the financial condition of the district including annual financial statement and adopted budget. In addition, the Board and the administration will grant reasonable requests for any other readily available and pertinent information which is relevant to negotiations. Nothing herein shall require the central administrative staff to research and assemble information unless the need is mutually recognized.
- E. **Union Release Time** – The Board will allow the Union three days of leave with pay annually for the purpose of conducting Union business. These days may be taken in ½ day increments. These days shall not accumulate to the next year. Leave will not be used to engage in activities related to work stoppage, striking or political activities related to local elections.

## ARTICLE V – GRIEVANCE PROCEDURE

### A. Definitions

1. **Grievance** - Any allegation by the Union or a unit member that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement or any subsequently negotiated Agreements shall be a grievance.
2. **Time Limits** - All time limits consist of work days for purposes of the grievance procedure and shall mean days on which unit members are present for work.
3. **Union Representation** - Upon selection and certification by the Union, the Board shall recognize a grievance representative in each building and a Union Grievance Committee of three members. At least one Union representative shall be given an opportunity to be present for any meetings, hearings, appeals, or other proceedings relating to a grievance which has been formally presented unless the grievant elects otherwise. Nothing herein contained will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with his supervisor and having the grievance adjusted without intervention of the Union, provided the Union and the building principal and/or Director of Facilities and Purchasing have been notified and the adjustment is not inconsistent with the terms of this agreement.

### B. Procedure

The parties acknowledge that it is usually most desirable for a unit member and his immediately involved supervisor to resolve problems through free and informal communications. When requested by the unit member, the grievance representative may intervene to assist in this resolution. However, should such informal processes fail to satisfy the unit member or the Union, then a grievance may be processed as follows:

1. Within ten (10) days after the event which precipitated the grievance, the unit member or the Union shall present the grievance and the requested remedy in writing to the building principal or immediate supervisor who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The Union's representative, the aggrieved unit member, the principal, and/or the immediate supervisor shall be present for the meeting. The immediate supervisor must provide the aggrieved unit member and the Union with a written answer on the grievance within ten (10) days after the meeting. Such answer shall include the reasons upon which the decision was based.
2. If not satisfied with the resolution presented by the principal or immediate supervisor, the employee may present the grievance in writing to the Director of Facilities and Purchasing within ten (10) working days of receipt of the Step 1 response. The Director of Facilities and Purchasing will meet with the employee within ten (10) working days of receipt of the grievance and attempt to resolve it. A written response will be provided to the employee within ten (10) working days of the meeting.
3. If not satisfied with the resolution presented by the Director of Facilities and Purchasing, the unit member may appeal in writing to the Superintendent within ten (10) working days of receipt of the Step 2 response. The Superintendent or designee will meet with the unit member within ten (10) working days of receipt of the



grievance to discuss the grievance and attempt to resolve it. The employee will receive a written answer from the Superintendent or designee within ten (10) working days of the meeting. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have ten (10) days in which to provide his written decision to the Union.

4. If the Union is not satisfied with the disposition of the grievance at Step No. 3 or the time limits expire without the issuance of the Superintendent's written reply, then the Union may submit the grievance to binding arbitration with the American Arbitration Association and Board of Education. If a demand for arbitration is not filed within thirty (30) days of the date for the Superintendent's Step No. 3 reply, then the grievance will be deemed withdrawn.

### **C. Arbitration**

1. **Authority of the Arbitrator** - The arbitrator in his decision shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. The arbitrator's authority shall be strictly limited to the issue or issues presented by the parties and the arbitrator's decision must be based solely upon his interpretation of the meaning of the expressed relevant language of the Agreement.
2. **Selection Process** - The parties shall abide by the rules of the American Arbitration Association.
3. **Costs** - Each party shall bear the full costs for its representation in the arbitration proceedings. The cost of the arbitrator and the American Arbitration Association shall be divided equally between the parties.

### **D. Rights and Responsibilities**

1. The Board acknowledges the right of the Union's grievance representative to participate in the processing of a grievance at any level and further acknowledges the right of the unit member to request that a Union representative be present at any grievance discussion.
2. Provided the Union and the Superintendent agree, Step No. 1 and/or Step No. 2 of the grievance procedure may be bypassed and the grievance brought directly to the next step. Class grievances involving more than one supervisor and grievances involving an administrator above the building level may be filed by the Union at Step No. 3.
3. No reprisals of any kind will be taken by the Board or the school administration against any unit member because of participation in this grievance procedure.
4. The Board and the administration will cooperate with the Union in its investigation of any grievance, and, further, will furnish the Union with such information as is reasonably requested for the processing of any grievance.
5. Should the Superintendent feel that investigation or processing of the grievance must take place during the school day, he may release the grievant without loss of pay.

## ARTICLE VI – VACANCIES, TRANSFERS & RIF

### A. Notification of Assignments

Unit members shall receive notification of their next year's assignment prior to the end of the work year (July 1 – June 30). Thereafter, if a change of assignment is deemed necessary, the administration will notify the unit member of the change. If the attempt to notify the unit member is unsuccessful, the notification shall be made by registered mail to the unit member's last known address.

### B. Vacancies/Voluntary Transfers

1. Notice of vacancies for positions in the bargaining unit will be posted at least five (5) working days prior to the filling of this position, unless such positions must be filled in less time. A copy of such vacancies shall be sent to a designated Union representative.
2. Employees wishing to be considered for transfer shall give written notice to the designated administrator in each building.
3. Consideration in filling vacant unit positions will be given to bargaining unit members who apply for such positions.

### C. Involuntary Transfers

Involuntary transfers shall be made if deemed necessary by the Board in accordance with its management rights. Those employees involved in an involuntary transfer shall first meet with the involved supervisors in order to discuss the action about to be taken.

### D. Layoff and Recall

1. The order of layoff provided remaining employees are capable of performing the needed service(s) shall be:
  - a. probationary/training employees
  - b. regular employees according to seniority

The District's determination of whether employees are qualified to perform the services required of the position shall not be subject to the grievance and arbitration process.

2. Recall of employees shall be in inverse order of layoff, provided the employee is qualified to perform the service(s) required of the position. The Board will maintain a recall list for twelve (12) months for each affected employee. Those employees refusing the return to work when notified will be dropped from the recall list.

### E. Seniority

1. Ties in seniority between unit members with the same date of hire shall be resolved by lottery, which shall occur in September of each year. Such lottery shall involve both Administration and Union representatives.

2. The District shall supply the designated Union representative with a seniority list prior to February 1 of each work year.
3. Seniority for the purpose of this Agreement for unit members shall be defined as the length of uninterrupted service as an employee of the Board. Approved leaves shall not constitute a break in continuous service.

## **ARTICLE VII – EVALUATION, PERSONNEL FILES, TRAINING**

### **A. Evaluation**

Unit members will be evaluated annually and notified of any problems in their performance during the work year. The Board will give each unit member an opportunity to discuss any evaluation made by a supervisor. The unit member shall have the right to attach any comments to any evaluation with such information being dated and acknowledged by the parties. Probationary/Training unit members are not protected under this article. The Board and Union recognize that the basic purpose of evaluation is to improve the unit member's performance and the effective operation of the total school.

### **B. Personnel Files**

Each unit member shall have the right, upon proper notice, to review the contents of their personnel file, except for confidential material contained therein. The unit member shall have the right to attach dissenting material to any item in the file exclusive of confidential material. Confidential material is defined as those records or material solicited by the District prior to the unit member's employment in the District.

### **C. Training/Licensure/Certification**

The District shall work to provide opportunities for in-service training, and access to other approved training programs that secure relevant certifications or licensure, with the objective of improving employees' skills. The nature of such training shall be approved and developed by the Administration, but in general it shall be limited to those skills fundamental to the various job classifications. Employees requesting access to programs that secure relevant certifications or licensure must submit a request in writing to their respective supervisor for review and approval by the Director of Facilities and Purchasing. At times the District will coordinate training sessions that are required by District policy, local, state, or federal regulations. All unit members are required to attend these sessions and satisfy the requirements of the training session. This is a condition of employment.

## ARTICLE VIII – LEAVES

### A. Sick Leave and Extensions of Sick Leave

1. Sick days are accumulated on a pro-rated basis based on the number of months from the date of initial employment until the end of the year. Thereafter, ten month employees will be awarded ten (10) sick days at the beginning of each school year, and twelve month employees will be awarded fifteen (15) sick days each July 1st. Annual allotments will not be awarded until employees are in actual attendance. If an employee becomes ill during the initial year of employment, sick leave pay will be granted up to the yearly allotment regardless of the amount earned to that date. Should an employee leave the District before completion of that year, however, sick leave pay extended beyond the pro-rated basis mentioned above will be deducted from the last paycheck. Unused sick leave may accumulate to two hundred forty (240) days beyond the annual allotment. Loss of time for illness in the immediate dependent family shall be judged on the same basis as sick leave. The District may require the employee to provide medical documentation for personal or immediate family member illness after an absence of three (3) days. Certification may be required, thereafter, at any time or whenever patterns of absence (i.e. such as Mondays or Fridays) or sick leave abuse is suspected. Failure to comply with appropriate sick leave policies and procedures may result in disciplinary action.
2. The District and the Union understand that good attendance is necessary for the operation of the District's programs and facilities. Employees who demonstrate patterns of attendance that interrupt the operation of the District's programs and facilities will be subject to a review and verification of their absences and may be subject to discipline.
3. Unpaid Leave: Except in instances of verified leave under the Family Medical Leave Act (FMLA), unpaid leave is not available for employees. Should an employee exhaust paid leave benefits (i.e. sick leave, personal leave, or vacation) and not report to work or an employee has an absence that does not qualify for paid leave, employees will not be paid. Time-off without pay is not acceptable.

The first instance of time-off without pay will result in a discipline conference with the building and grounds manager. This conference may result in a written reprimand. Should the employee have another instance of time-off without pay after the written reprimand, a discipline conference will be held again with the building and grounds manager. The conference may result in a recommendation for a suspension to the Board of Education. Should the employee have another instance of time-off without pay after a suspension, a final discipline conference will be held and a recommendation for termination may be made to the Board of Education.

4. Unit members who have accumulated forty (40) sick leave days beyond the annual sick leave allowance shall be entitled to additional one-time leave with full compensation for up to one calendar year after accumulated sick leave has been exhausted. This provision shall apply to cases of serious illness or disability to the employee and must be verified by a physician. In order to continue to receive benefits under this provision, the individual must provide periodic verification by a physician and submit to examination by a Board-paid physician, if requested. A combination of

Illinois Municipal Retirement Fund (I.M.R.F.) disability insurance, workers' compensation salary, extended sick leave salary and any other applicable benefits shall not exceed the base salary that the individual would have received had the individual been performing regular duties.

5. The District and the Union understand that good attendance is necessary for the operation of the District's programs and facilities.

## **B. Emergency Leave**

Unit members shall be granted emergency leave. However, the unit member is expected to demonstrate discretion and professional ethics in requesting such leave. Emergency leave will not be granted with pay for unit members who request use of such days for activities related to business interests unrelated to their employment in the district. Application for leave must be made in writing and submitted through the Building and Grounds Manager to the Director of Human Resources. Approved emergency leave will not result in a loss of pay or accumulated sick leave. Conditions under which the Director of Human Resources shall grant emergency leave include four categories listed below.

1. **A crisis evolving from the destruction of the unit member's personal property.**  
Examples of this type of emergency leave include: flooding, tornado, fire, theft, sudden and catastrophic failure of furnace or water heater.
2. **Legal proceedings necessitating the unit member's presence, the date of which the unit member does not control.**  
Examples of this type of emergency leave include: jury duty, court appearance, and adoptions.
3. **Observance of major religious holidays.**  
Examples of this type of emergency leave include: Rosh Hashanah, Yom Kippur, Diwali, Eid al Adha.
4. **A community service, governmental function, or honorary ceremony in which the unit member is extended specific personal recognition.**  
Examples of this type of emergency leave include: recognition by a local government agency, an award received for service to a recognized community organization.

The examples given in the above four categories are not meant to be limiting; rather they are meant to aid in understanding the categories. An individual or the Union may appeal the decision directly to the Superintendent if a request for leave is denied. The decision of the Superintendent is final and not subject to the grievance procedure.

## **C. Personal Leave**

Each full-time employee will be entitled to two (2) days of personal leave at the beginning of each year. (Days are prorated based on date of hire.) Personal days are given to employees as a means of dealing with matters that cannot be completed during non-school days or hours. Examples include (but are not limited to): house closing, attendance at child's school function, legal matters, funeral not covered under bereavement. Notice should be given to your immediate supervisor in sufficient time to permit coverage of the employee's responsibilities. A Request for Leave should be completed

and submitted to your immediate supervisor. Personal leave will not be available on days immediately prior to or after school holidays, and will not be available during the first or last week that school is in attendance, provided that personal leave may be used during the first week of school to transport children to an institute of higher learning. Unused personal leave can be taken in quarter-hour (.25) increments. Any unused personal leave will accumulate as sick leave. Personal leave cannot be used to extend vacation days.

**D. Bereavement Leave**

Up to five days of leave for each incident of death in the immediate family shall be allowed. Immediate family includes spouse/domestic partner, children, grandchildren, father and mother, brother, sister, or grandparents of either the employee or the employee's spouse/domestic partner. One day of leave for each incident of death shall be allowed for aunt, uncle, niece or nephew. The unit member shall notify the supervisor as soon as possible to implement the use of bereavement leave.

**E. Family and Medical Leave Act (FMLA)**

The Family and Medical Leave Act (FMLA) allows unpaid leaves of absence up to twelve weeks per twelve month period for employees who have been with the District for twelve months and worked at least 1,250 hours over the previous twelve months. Leave may be taken for the following:

- the birth and care of a child of the employee during the first twelve months after birth (birth leave);
- the adoption of a child by the employee or acceptance of a child for foster care within twelve months after the placement (placement leave);
- to care for the employee’s spouse, child who is under 18 years of age or incapable of self-care due to a physical or mental disability), or parent (not parent-in-law) with a serious health condition (family illness leave);
- the employee’s own serious health condition which causes inability to perform the essential functions of his/her job (personal illness leave);
- to address “qualifying exigencies” that arise because your spouse, son, daughter, or parent is a member of the Armed Forces who is on or has been notified of an impending covered active duty deployment to a foreign country.

The district may require, or the employee may elect, to substitute accrued vacation or sick leave with certain types of leave:

<u>Type of Leave</u>	<u>Use of Vacation and/or Sick Leave</u>
birth leave	can use accrued vacation and/or sick leave
placement leave	can use accrued vacation
family illness leave	can use accrued vacation and/or sick leave
personal illness leave	can use accrued vacation and/or sick leave
qualifying exigency leave	can use accrued vacation

Contact the human resources office for information regarding the FMLA and to apply for such leave.

**F. Newborn Child Care Leave**

Unit members may use up to ten (10) days of accumulated sick leave for the purpose of caring for a newborn child. A child will be considered newborn during the first eight (8) weeks of life.



## **ARTICLE IX – PAYROLL DEDUCTIONS**

Should the Union notify the Board of Education of its intent to assess a Membership fee structure, the following provisions would be applicable:

### **Payroll Deductions**

Any unit member who is a member of the Union, or who has applied for membership may sign and deliver to the Union an assignment authorizing deduction of membership dues and a separate authorization for political contribution. Deduction amounts shall be determined at the beginning of the school term. Pursuant to such authorization, the Board shall deduct each pay period one-eighteenth (1/18) of such dues from the salary check of the unit member commencing with the first deduction in October and the last with the unit member's final check in June of each year. Deductions for unit members whose authorization is received after October 2 and before February 15 will be processed on a prorated basis with deductions commencing with the last paycheck of February and terminating with the final paycheck in June. The Board agrees to remit to the designated Union representative all sums deducted by the Board pursuant to authorization from the unit member, separating dues and political contributions. The Board shall deduct from the salary of any unit members and make appropriate payment for annuities and credit union. All resignation notifications shall be delivered to the Union, who will accept and forward such resignations to the Board's agent. The Union will save the Board harmless and assume all legal responsibilities for dues deductions.

## **ARTICLE X – BENEFITS**

### **A. Flu Shots**

The Board will provide flu shots on a voluntary basis for unit members, if flu vaccine is available at a reasonable cost not to exceed 140% of the previous year's cost and if administered by a District 211 nurse.

### **B. Dental Insurance**

The Board will provide single coverage dental insurance for unit members employed at least 7½ hours per day at no expense to the individual. Unit members employed at least 7½ hours per day may choose family dental coverage at the established annual cost. Unit members working less than 7½ hours but at least 4 hours per day may join the plan at their own expense.

### **C. Life Insurance**

The Board will pay the premium for life insurance coverage for unit members working at least 7½ hours per day. The amount of insurance will equal the individual's base salary, rounded to the nearest \$1,000 (minimum \$50,000) and reduced by 50% at age 70. The life insurance policy will include a double indemnity feature for accidental death or dismemberment. Additional optional coverage will be available at the expense of the unit member for those who provide evidence of insurability. Additional optional coverage does not include a double indemnity feature. An employee retiring from the district may continue at his/her own expense life insurance coverage in the amount of \$50,000 to age 65. To be eligible for this coverage, the employee must meet the requirements of the IMRF program.

### **D. Long-Term Disability Insurance**

The Board will provide long-term disability insurance for unit members working at least 7½ hours per day. The plan will provide sixty percent of the base pay at the time of disability when a covered employee becomes disabled and has been disabled for 180 consecutive days. The plan, which is paid by the Board, will be coordinated with F.I.C.A./I.M.R.F. disability plans and any other applicable program.

### **E. Workers' Compensation Insurance**

Workers' Compensation benefits are available to employees in accordance with Illinois Law.

### **F. Physical Examination**

All unit members are encouraged to obtain an annual physical examination through the District's Wellness Program. Groundsmen, swingmen and pool operators shall also be eligible to receive an annual preventative screening with prior approval from the Buildings and Grounds Manager.

### **G. Health Insurance**

The District shall provide a comprehensive health insurance program including outpatient mental health benefits and major medical coverage for all unit members employed at least half-time (.5 or

more). All unit members employed less than half-time (less than .5) may elect to participate in the health insurance program paying the full-premium equivalent for single or family coverage. Each covered employee shall contribute, on a per-pay-period basis, a percentage of the unit cost for each health insurance plan option as described below:

Plan Options	2019		2020		2021		2022	
	Single	Family	Single	Family	Single	Family	Single	Family
PPO-300*	20%	29%	20%	30%	20%	30%	N/A	N/A
PPO-500	15%	24%	15%	25%	15%	25%	15%	25%
PPO-750	10%	15%	10%	15%	10%	15%	10%	15%
H.S.A.-1500	10%	15%	10%	15%	10%	15%	10%	15%
HMO-BA	10%	10%	10%	11%	10%	12%	10%	13%
HMO-IL**	10%	10%	10%	11%	10%	12%	10%	13%

\*PPO-300 will sunset December 31, 2021

\*\*plan discontinued except for 14 grandfathered employees

The unit cost for each health insurance plan option shall be determined by the claims administrator on a yearly basis and shall be effective January 1 of each year, for each year the Agreement is in effect.

The District will make an annual contribution of \$1500 (single) or \$3000 (family) directly to the Health Savings Accounts for employees enrolling in the HSA-1500 plan effective January 1 each plan year. Employees enrolling in the HSA-1500 plan after January 1 will receive prorated contributions to their Health Savings Account. For those enrolled on January 1, payments will be made on or around January 15 of the plan year or at the time that the employee establishes their account (if after January 15).

For calendar years 2020, 2021, and 2022, the employee share of the premium cost will be capped at an amount not greater than 5% more than the previous calendar year.

Effective January 1 of each calendar year of this agreement, employees electing District health insurance plans are eligible for wellness credits applied directly to their insurance premium cost with participation in the District's wellness screening program. Credits of \$1858.80 per family and \$688.80 per individual will be applied against the annual premium cost of all plans in 2019 for employees who receive their wellness screening by the deadline date established annually by administration. Wellness credits will not decrease during the term of the contract. Wellness credits will be prorated for employees enrolling in a District health insurance plan after January 1 each plan year. Employees enrolling in family coverage plans are eligible for their spouse/ domestic partner to participate in the District sponsored wellness screening annually. Employees hired after the annual wellness screening deadline will receive insurance premiums with wellness credits. Employees will be provided three months to receive their wellness screening. If the employee elects not to participate in the wellness screening, they will no longer receive the wellness credits and they will be required to reimburse the District for the wellness credits they received.

Wellness incentive credits will increase by the same percentage as premium equivalent rates each calendar year.

Employees who are eligible for health insurance benefits and elect by January 1 of each plan year not to be covered by the District's health insurance plans will receive \$1,000 annually. This amount will be prorated accordingly for employees electing not to have the District's health

insurance coverage at later dates in the calendar year. The amount may be paid to the employee directly in a lump sum, divided among fiscal year's paychecks or may be contributed to Flexible Spending Account, at the employee's choice.

If the Board makes changes to the insurance plans, plan design or premiums applicable to other bargaining units, those same changes will be applicable to the Operations and Maintenance bargaining unit effective on the same date as the changes go in effect for the other employee groups.

Dependent health coverage shall include an employee's Domestic Partner. To be eligible, a Domestic Partner must complete and file with the District an affidavit of Domestic Partnership in which they certify as follows:

1. The employee and the partner have lived together for at least six months.
2. Neither the employee nor the partner is married to anyone else nor have another Domestic Partner.
3. The partner is at least 18 years of age and mentally competent to consent to contract.
4. The employee and partner reside together in the same residence and intend to do so indefinitely.
5. The employee and partner have an exclusive mutual commitment similar to that of marriage.
6. The employee and partner are jointly responsible for each other's common welfare and share financial obligations. Three of the following types of documentation must be provided that evidence domestic partnership:
  - a. Domestic Partner Affidavit.
  - b. Joint mortgage or lease.
  - c. Designation of Domestic Partner as beneficiary for life insurance and retirement contract.
  - d. Designation of Domestic Partner as primary beneficiary in employee's or insured's will.
  - e. Durable property and health care powers of attorney.
  - f. Joint ownership of motor vehicle, joint checking account or joint credit account.

Any change in Domestic Partnership status, which would make the Domestic Partner no longer eligible for dependent coverage, must be provided to the District within thirty days. A minimum of six months must elapse before an employee may designate a new Domestic Partner.

## **H. Retirement**

Unit members eligible for retirement through the District and announce their intent to retire to the Superintendent by June 30, 2021, may elect to receive a retirement incentive with a value equal to twenty percent (20%) of their annualized salary. The amount of this benefit may be paid prior to retirement provided the employee submits for approval a request for retirement to the Superintendent, up to four years prior to retirement, and as much of the said incentive amount does not exceed an annual earnings increase of 6% over the prior year. The balance of the retirement incentive shall be

paid as a post-retirement severance payment. Retirement incentives will not be paid beyond June 30, 2023, with the exception of a final post-retirement incentive payment which will be made on or around August 15, 2023. Should the IMRF established wage cap of 6% decrease at any time during the duration of this contract, the Board may elect to renegotiate the annual wage cap for the remaining contractual years.

## **I. Uniforms, Safety Shoes and Safety Glasses**

Unit members will be furnished with uniforms. These uniforms must be worn while on duty. It is the responsibility of each unit member to clean their uniforms. In accordance with district policy, hats may not be worn inside the schools. District 211 hats may be worn by grounds staff while working outside.

Unit members will be allowed a maximum reimbursement of \$400 per year for safety shoes, safety glasses and snow gear (i.e., coat, coveralls), with a maximum of \$200 per item. Snow gear will be reimbursed once every three (3) years with approval from the Buildings and Grounds Manager.

Safety-toed shoes must be worn by all operations and maintenance employees. Exceptions will be considered only with a doctor's note. Evidence of wear on safety-toed shoes may qualify the employee for an additional shoe purchase for the year with approval from the Building and Grounds Manager. At the time of replacement, previous safety-toed shoes must be turned in.

Reimbursement for safety glasses will be allowed only if shatter resistance lenses are purchased. If safety glasses are purchased, they must be worn by the unit member.

## ARTICLE XI – OPERATIONS/MAINTENANCE SALARY SCHEDULES

- A. Unit members with 20-24 years of service with District 211 shall receive a longevity bonus of \$500/year. Those with 25 or more years of service shall receive a bonus of \$1,000/year.
- B. The Buildings and Grounds Manager shall designate an operations and maintenance time and attendance coordinator in each of the five main schools. The designated time and attendance coordinator shall be responsible for assisting the Building and Grounds Manager with the review and reporting of employee work time in the electronic timekeeping system. The time and attendance coordinator will be compensated \$1,000 annually for performance of these duties.
- C. The District retains the right to hold or stop an employee on the salary schedule if their job performance is marginal including excessive absenteeism. Marginal job performance will be based on documentation of unsatisfactory performance and on the recommendation of the administration until such time as evidence of satisfactory performance is observed by those responsible for evaluating the employee's work. Excessive absenteeism will be based on documentation of absences (not accompanied by a physician's statement regarding the need for such absences) that indicate a pattern that is detrimental to the operation of the District facilities and programs until such time that a pay increase would ordinarily be considered again for that employee. These employees will be notified 60 days prior to the regularly scheduled date of salary increases.
- D. The District retains the right to evaluate prior experience and place new employees on the current schedule at a step it deems to be appropriate. The District's determination and administration of this provision is not subject to the grievance and arbitration process.
- E. Unit members who are promoted to a new job classification will be placed on a step that is one step higher in the new job classification than the total compensation (used as a minimum) provided by the step above their current step. Exceptions for step placement may be considered by the Superintendent or designee upon recommendation of the Director of Facilities and Purchasing. If the promotion will occur effective with the next work year, the step increase will be established based on the current year placement as described above. Employees who receive a promotion to a new job classification and are currently at Step 20 of their job classification will be given an increase prior to promotion that is the average of the step increases within their current job classification.
- F. Unit members assigned to assume the duties of another unit member in a higher pay category on a temporary basis in excess of ten (10) working days will be compensated at the hourly rate of their temporary assignment.
- G. When calculating salary in the fiscal year (July 1 to June 30) following an individual's promotion, step advancement will only be given if the promotion occurred before January 1 of the current calendar year. For individuals promoted after January 1<sup>st</sup> of the current calendar year, no step advancement will be given when calculating the following fiscal year's salary.
- H. Operations and maintenance employees hired before January 1<sup>st</sup> will move ahead one step on the pay schedule if they return the following school year. Operations and maintenance employees hired on or after January 1<sup>st</sup> will remain at the same step if they return the following school year.

- I. Employees hired between January 1, 2019 and June 30, 2019 will be placed on step A once their probationary period has been successfully completed.
- J. All employees will have an employment anniversary date of July 1.
- K. Effective for the 2019-2020 school year, the base shall be increased by 1.9 %.
- L. Effective for the 2020-2021, 2021-2022 and 2022-2023 school years, the base shall be increased by 1.25%.

Compensation schedules will be established for each year of the agreement for employees who began service before July 1, 2013 (SCHEDULE 1 attached) and new employees hired on or after July 1, 2013 (SCHEDULE 2 attached). Each year, employees will be appropriately placed on the corresponding compensation schedule as determined by years of experience credit (Step).

**2019-2020 (SCHEDULE 1)-For all Current Employees hired before July 1, 2013**

STEP	Custodian		Special (Pool/Mail/Laundry)		Maint (Swing/Warehouse)		CMF1 (Grounds/Gen Main/Paint)		CMF II (Prev Maint/Ld Paint)		CMF III (Lead Maint)	
A	\$14.83	\$30,839	\$16.12	\$33,531	\$17.42	\$36,244	\$18.72	\$38,936	\$20.32	\$42,263	\$21.92	\$45,591
B	\$15.34	\$31,899	\$16.65	\$34,633	\$18.00	\$37,431	\$19.32	\$40,186	\$20.96	\$43,599	\$22.61	\$47,032
C	\$15.88	\$33,022	\$17.22	\$35,820	\$18.60	\$38,681	\$19.96	\$41,521	\$21.61	\$44,955	\$23.29	\$48,452
D	\$16.42	\$34,145	\$17.79	\$37,007	\$19.20	\$39,932	\$20.60	\$42,857	\$22.32	\$46,417	\$24.00	\$49,915
E	\$16.98	\$35,311	\$18.38	\$38,236	\$19.83	\$41,246	\$21.27	\$44,234	\$23.01	\$47,859	\$24.73	\$51,441
F	\$17.59	\$36,583	\$18.99	\$39,508	\$20.49	\$42,624	\$21.97	\$45,697	\$23.74	\$49,385	\$25.49	\$53,009
G	\$18.20	\$37,855	\$19.63	\$40,822	\$21.16	\$44,022	\$22.69	\$47,202	\$24.49	\$50,932	\$26.28	\$54,662
H	\$18.82	\$39,148	\$20.30	\$42,221	\$21.85	\$45,443	\$23.43	\$48,728	\$25.26	\$52,543	\$27.07	\$56,316
I	\$19.47	\$40,504	\$20.97	\$43,620	\$22.59	\$46,990	\$24.20	\$50,339	\$26.05	\$54,175	\$27.91	\$58,054
J	\$20.18	\$41,966	\$21.67	\$45,082	\$23.32	\$48,516	\$25.00	\$51,992	\$26.87	\$55,892	\$28.78	\$59,855
K	\$20.87	\$43,408	\$22.42	\$46,629	\$24.09	\$50,105	\$25.81	\$53,687	\$27.72	\$57,651	\$29.64	\$61,657
L	\$21.60	\$44,934	\$23.17	\$48,198	\$24.88	\$51,759	\$26.67	\$55,468	\$28.59	\$59,474	\$30.56	\$63,564
M	\$22.37	\$46,523	\$23.95	\$49,809	\$25.71	\$53,475	\$27.51	\$57,227	\$29.50	\$61,360	\$31.49	\$65,493
N	\$23.15	\$48,155	\$24.76	\$51,504	\$26.54	\$55,213	\$28.43	\$59,135	\$30.44	\$63,310	\$32.46	\$67,507
O	\$23.95	\$49,809	\$25.59	\$53,221	\$27.42	\$57,036	\$29.35	\$61,042	\$31.41	\$65,324	\$33.45	\$69,584
P	\$24.78	\$51,547	\$26.45	\$55,023	\$28.34	\$58,944	\$30.32	\$63,056	\$32.38	\$67,358	\$34.46	\$71,682
Q	\$25.66	\$53,370	\$27.33	\$56,846	\$29.28	\$60,894	\$31.30	\$65,112	\$33.42	\$69,520	\$35.52	\$73,886
R	\$26.54	\$55,213	\$28.26	\$58,774	\$30.25	\$62,929	\$32.31	\$67,210	\$34.47	\$71,703	\$36.61	\$76,154
S	\$27.47	\$57,142	\$29.19	\$60,724	\$31.25	\$65,006	\$33.38	\$69,435	\$35.57	\$73,992	\$37.72	\$78,465
T	\$30.12	\$62,653	\$31.97	\$66,489	\$34.21	\$71,152	\$36.51	\$75,942	\$38.90	\$80,902	\$41.21	\$85,713

3rd Shift Differential and Swing Maintenance = \$0.50 more/ hour

**2019-2020 (SCHEDULE 2)-For all Current Employees hired after July 1, 2013**

STEP	Custodian CB		Special (Pool/Mail/Laundry) CC		Maint (Swing/Warehouse) CD		CMF1 (Grounds/Gen Main/Paint) CE		CMF II (Prev Maint/Ld Paint) CF		CMF III (Lead Maint) CG	
Probation	\$15.72	\$32,704	\$17.08	\$35,523	\$18.44	\$38,363	\$19.81	\$41,203	\$21.47	\$44,658	\$23.16	\$48,177
A	\$16.12	\$33,531	\$17.49	\$36,371	\$18.90	\$39,317	\$20.30	\$42,221	\$22.02	\$45,803	\$23.74	\$49,385
B	\$16.53	\$34,379	\$17.94	\$37,325	\$19.37	\$40,292	\$20.82	\$43,302	\$22.58	\$46,969	\$24.34	\$50,635
C	\$16.93	\$35,205	\$18.38	\$38,236	\$19.87	\$41,331	\$21.33	\$44,362	\$23.14	\$48,134	\$24.96	\$51,907
D	\$17.35	\$36,095	\$18.84	\$39,190	\$20.36	\$42,348	\$21.86	\$45,464	\$23.71	\$49,321	\$25.57	\$53,179
E	\$17.79	\$37,007	\$19.31	\$40,165	\$20.87	\$43,408	\$22.42	\$46,629	\$24.31	\$50,572	\$26.22	\$54,535
F	\$18.24	\$37,939	\$19.80	\$41,182	\$21.39	\$44,489	\$22.97	\$47,774	\$24.92	\$51,843	\$26.86	\$55,871
G	\$18.69	\$38,872	\$20.30	\$42,221	\$21.92	\$45,591	\$23.54	\$48,961	\$25.54	\$53,115	\$27.54	\$57,291
H	\$19.16	\$39,847	\$20.81	\$43,281	\$22.48	\$46,757	\$24.14	\$50,211	\$26.19	\$54,472	\$28.24	\$58,732
I	\$19.64	\$40,843	\$21.32	\$44,340	\$23.03	\$47,901	\$24.74	\$51,462	\$26.83	\$55,807	\$28.94	\$60,194
J	\$20.14	\$41,882	\$21.85	\$45,443	\$23.62	\$49,130	\$25.35	\$52,734	\$27.50	\$57,206	\$29.64	\$61,657
K	\$20.64	\$42,941	\$22.41	\$46,608	\$24.20	\$50,339	\$25.97	\$54,027	\$28.20	\$58,647	\$30.41	\$63,246
L	\$21.14	\$43,980	\$22.96	\$47,753	\$24.81	\$51,610	\$26.65	\$55,425	\$28.89	\$60,088	\$31.15	\$64,794
M	\$21.66	\$45,061	\$23.53	\$48,940	\$25.42	\$52,882	\$27.30	\$56,782	\$29.61	\$61,593	\$31.94	\$66,426
N	\$22.22	\$46,227	\$24.13	\$50,190	\$26.05	\$54,175	\$27.98	\$58,202	\$30.38	\$63,183	\$32.73	\$68,079
O	\$22.77	\$47,371	\$24.73	\$51,441	\$26.72	\$55,574	\$28.70	\$59,686	\$31.12	\$64,730	\$33.56	\$69,796
P	\$23.35	\$48,558	\$25.34	\$52,712	\$27.37	\$56,930	\$29.40	\$61,148	\$31.89	\$66,341	\$34.38	\$71,513
Q	\$23.92	\$49,745	\$25.96	\$54,005	\$28.06	\$58,372	\$30.12	\$62,653	\$32.69	\$67,994	\$35.24	\$73,293
R	\$25.28	\$52,582	\$27.99	\$58,223	\$30.22	\$62,865	\$32.47	\$67,528	\$35.22	\$73,251	\$37.96	\$78,952

3rd Shift Differential and Swing Maintenance = \$0.50 more/ hour



**ARTICLE XII – UNIT MEMBER PROBATIONARY PERIOD AND  
DISCIPLINE AND DISCHARGE**

**A. Probationary/Training Period**

The probationary/training period for all newly hired unit members with unauthorized breaks in service, shall be ninety (90) work days. The probationary/training period is the time set aside for the Board to determine its selection of new employees, and as such, its decision is not subject to challenge under the terms and conditions of this contract. During the probationary period, paid sick time is not available. Probationary employees who call in sick will be unpaid for missed time. At the conclusion of the probationary period, the building and grounds manager shall recommend the unit member for continued employment. Upon completion of the probationary period and recommendation for continued employment, unit members who are placed on the probationary step shall advance one step on the salary schedule.

**B. Discipline and Discharge**

1. The Board shall discipline unit members, including discharge, for proper cause. Serious offenses may result in suspension or immediate dismissal. Offenses which do not justify suspension or discharge if they are a first offense and for which the Board believes the unit members should be disciplined may result in an oral or written reprimand.
2. In imposing discipline on a current charge, the Board shall take into account all prior warnings regarding the same charge which have occurred and the unit member's overall record.
3. Records of disciplinary actions shall be placed in the unit member's personnel file subject to review and rebuttal by the employee.

## **ARTICLE XIII – UNIT MEMBER WORKING CONDITIONS AND HOURS OF EMPLOYMENT**

### **A. Work Year**

Twelve-month employees are employed for five days a week, fifty-two weeks a year, with paid vacation time and paid holidays. Full-time hourly (7 ½ hours/day) and part-time hourly personnel will work when school is in session and other days as arranged by their immediate supervisors. Time off without pay is not acceptable.

### **B. Work Week/Day**

The work week shall be forty (40) hour composed of eight (8) paid hours per day, Monday through Friday, unless hired specifically for a different work week or fewer hours. All employees are allowed one (1) paid break (15 minutes) per eight (8) hour shift. Lunch break shall be forty-five (45) minutes per eight (8) hour shift. Specific times for break and lunch shall be determined by the Building and Grounds Manager.

### **C. Overtime**

All work performed over forty (40) hours in any work week shall be paid at the rate of time and one half. For example, because leave time does not count toward the 40 hour work week, an employee who takes sick or personal leave will not be paid for overtime until the employee exceeds 40 hours in a work week, not inclusive of leave. Overtime will be paid one pay period in arrears. Operations and Maintenance employees assigned to work on Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day shall be paid double time. For all other holidays, employees shall receive 1½ times their hourly pay. If necessary, overtime may be required for building operation. Employees will be assigned duties by the Building and Grounds Manager.

### **D. Leaving the Building During Working Hours**

Unit members may leave the building during working hours only with the approval of their immediate supervisor. Lunch is not considered working hours unless it is paid.

### **E. Emergency Condition Days**

Due to snow, extreme temperatures, or a facility emergency (e.g. fire, plumbing failure), the superintendent may designate a school closure, in which one or more buildings are closed to students for classes, or a full building or district-wide closure, in which one or more buildings are closed to students, staff, and the public. In the event of a school closure, all unit members will be expected to report to work. In the event of a full building or district-wide closure, the Director of Facilities and Purchasing will designate those operation and maintenance workers required to report to work.

If an emergency condition is active for a part of a shift, the portion of the shift under which there was an emergency condition will be paid as described below. The portion of the shift not covered under an emergency condition will be paid at the regular hourly rate.

***School Closure – Extreme temperature:*** Those reporting will be paid at a rate of time and one-half. Those not reporting will be unpaid. Only rare cases will be considered for emergency leave, and such instances must be substantiated. Employees missing work but wishing to “make-up” the hours may be allowed to do so, with approval by the Building and Grounds Manager, on their first non-workday immediately following the emergency day and will be paid at the regular rate of pay. Make-up days, if approved, will be arranged by the Building and Grounds Manager.

***School Closure – Snow Day:*** On snow days when classes are cancelled, all unit members will be expected to report to work. Those not reporting will be unpaid. Only rare cases will be considered for emergency leave, and such instances must be substantiated. Employees missing work but wishing to “make-up” the hours may be allowed to do so, with approval by the Building and Grounds Manager, on their first non-work day immediately following the emergency day and will be paid at the regular rate of pay. Make-up days, if approved, will be arranged by the Building and Grounds Manager.

Those unit members reporting to work will be paid at a rate of double time, up to eight (8) hours, or they may elect to receive a regular day’s pay (regular rate) and receive an additional vacation day for the time worked. A maximum of two (2) days’ vacation can be earned in a given year. These additional vacation days must be used by June 30 of that school year and scheduled through the Building and Grounds Manager.

Time worked beyond eight (8) hours on a snow day will be paid at time and one-half.

***Full Building or District Closure:*** Those workers required to report as designated by the Director of Facilities and Purchasing will be paid at a rate of double time, up to eight (8) hours, or they may elect to receive a regular day’s pay (regular rate) and receive an additional vacation day for the time worked. A maximum of two (2) days’ vacation can be earned in a given year. These additional vacation days must be used by June 30 of that school year and scheduled through the Building and Grounds Manager.

Time worked beyond eight (8) hours on a snow day will be paid at time and one-half.

## **F. Activities**

The Building and Grounds Manager shall designate unit members to look after evening building activities both mid-week and on weekends and during student and rental events. Overtime at a rate of time and one-half will be paid for weekend events to employees who have worked forty (40) hours in the prior week.

## **G. Paid Holidays**

District approved paid holidays for twelve-month employees currently include: Labor Day, Columbus Day, Veterans' Day, Thanksgiving (2 days), Christmas (2 days), New Year's (2 days), Martin Luther King Jr. Day, President's Day, Casimir Pulaski Day, Memorial Day, and Independence Day. For any year in which the District assigns Casimir Pulaski Day as a paid holiday or designates another date as a paid holiday in lieu of Pulaski Day, 12-month employees shall receive that day as a paid holiday. District approved paid holidays for ten-month hourly employees currently include: Veterans' Day, Thanksgiving Day (1 day), Columbus Day and President’s Day. Holidays which occur on Saturday and/or Sunday and are not observed on other days during the week shall be either added to an employee’s vacation or assigned by the Administration on another date. Unless otherwise arranged with the Building and Grounds Manager, hourly employees are expected to work for a full

day as scheduled by the manager on the day immediately preceding and immediately following the paid holiday. Failure to report to work (as specified) for any reason will result in forfeiture of holiday pay.

## **H. Special Duty**

On occasion, unit members may be required to report to work for special duty. Employees who perform such service will be guaranteed at least two (2) hours pay.

## **I. Vacation**

The following is the basic vacation policy established for twelve-month unit members:

1. No vacation is earned the first two (2) months.
2. Starting with the third month of employment, twelve-month employees shall earn one (1) day of vacation with pay for each month of service retroactive from the date of initial employment.
3. Vacation will not be approved beyond the number of days earned.
4. Any part of a month worked will be counted as a full month for the purpose of calculating vacation.
5. Vacation days may be used as earned or saved for use within one year of earning.
6. Vacation days do not accumulate from year to year, and must be taken within one year after July 1st or they will be lost.
7. A year's vacation cannot be saved in order to take an extended vacation the second year.
8. Vacation time will be scheduled through the Building and Grounds Manager at a time which best serves the interest of the district.
9. Employees whose employment is terminated will be paid for any unused vacation which has been earned to the date of termination.
10. Payment for unused vacation (upon termination of employment) will not exceed one year's allotment of vacation days.
11. No vacation is earned while an employee is on IMRF disability or worker's compensation.
12. National Guard and military duty (or training) may be deducted from the employee's available vacation time with the employee's concurrence.
13. Annual vacation allotment will be calculated based on the following table.

July 1 <sup>st</sup> following end of year of service	Vacation Days
1 year	10 or appropriate pro-rated allotment
2 – 3 years	10
4 years	11
5 years	12
6 years	13
7 years	14
8 years	15
9 years	16
10 years	17
11 years	18
12 years	19
13 – 15 years	20
16 years	21
17 years	22
18 years	23
19 years	24
20 – 29 years	25
30 years	30

## **ARTICLE XIV – PROCEDURES FOR THE DRUG AND ALCOHOL TEST PROGRAM**

Subject to Federal Highway Administration (F.H.W.A.) and United States Department of Transportation (D.O.T.) alcohol and drug relations, and pursuant to Board of Education Policies GBCS and GBCC (Drug and Alcohol Free Workplace), the following procedures are established relative to employees or prospective employees in safety-sensitive positions who are required to hold a commercial driver's license as a condition of employment after January 1, 1995:

### **A. Alcohol and Drug Testing**

Pre-Employment Testing - Prospective employees will be sent to an approved testing facility where a drug and alcohol test will be administered.

Random Testing - Random controlled alcohol and substance testing of current employees shall be conducted in accordance with all applicable federal regulations. Alcohol testing will be administered to a minimum of 25% of eligible employees during the first year of the law, and as required by the F.H.W.A. thereafter. Drug testing will be administered to 50% of the eligible drivers each year.

The Director of Facilities and Purchasing will submit a list of all employees eligible for random alcohol/drug testing to a test agency employed by the District. The test agency will hold random draws as required and notify the Director of Facilities and Purchasing or his designee of the names of those to be tested and the test dates. The Director of Facilities and Purchasing or his designee will notify individuals to be tested of the locations and times of the testing and will work with appropriate supervisors to assure coverage of duties during test periods.

Post-Accident Testing - Eligible drivers must notify their supervisors when the driver receives a moving violation citation after being involved in an accident. The supervisor will determine if post-accident testing is required, and if so, immediately arrange transportation for the employee to an approved testing facility for alcohol and drug testing. The reason for any variance to this procedure must be documented by the supervisor.

For the purpose of this rule, an accident is defined as an incident involving a commercial motor vehicle in which there is either a fatality, an injury treated away from the scene, or a vehicle is required to be towed from the scene.

Reasonable Suspicion Testing - Belief that a driver has violated the alcohol or controlled substance prohibition, based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the driver is grounds for reasonable suspicion testing. In this event, the supervisor immediately will seek confirmation of suspicions from another supervisor. If suspicions are confirmed, the driver will be transported to a testing facility for alcohol and drug testing. A written record of events leading to reasonable suspicion testing must be kept.

### **B. Testing Procedures and Unacceptable Levels**

Alcohol - Alcohol limits and testing procedures outlined in District 211 Board Policy will be applied in cases where alcohol use is suspected.

Drugs - Urine specimens will be collected and analyzed as required by federal guidelines for marijuana (T.H.C. metabolite), cocaine, amphetamines, opiates (including heroin), and phencyclidine (P.E.P.). Any positive result is unacceptable except where legitimate medical use is documented.

**C. Confidentiality**

All alcohol and drug testing records will remain confidential.

**D. Employee Education and Training**

District 211 will provide alcohol and drug information to all employees. Employees covered by the Board's policy will be notified of the policy and related procedures by the Director of Facilities and Purchasing or his designee. Any driver found in violation of this policy shall be advised of resources available to assist in resolving problems associated with alcohol and drug misuse.

## **ARTICLE XV – EFFECT OF AGREEMENT AND DURATION**

- A. The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written amendments duly executed by both parties.
- B. This Agreement shall be incorporated into the Board policies of High School District 211, Cook County, Illinois.
- C. The terms and conditions of the Agreement and subsequently negotiated Agreements shall be reflected in individual contracts when necessary.
- D. Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section or clause.

This Master Contract shall be effective July 1, 2019. This Agreement shall terminate on June 30, 2023.



**ACCEPTANCE**

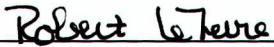
This Agreement is signed and adopted on June 20, 2019.

**IN WITNESS THEREOF:**

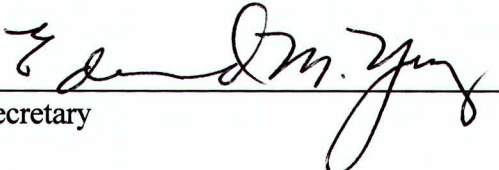
For the Operations and Maintenance Group

For the Board of Education  
High School District No. 211

  
\_\_\_\_\_  
Union Representative

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Union Representative

  
\_\_\_\_\_  
Secretary