

**COLLECTIVE BARGAINING  
AGREEMENT**

**Between**

**The Management Council of the  
Perandoe Special Education District**

**And**

**Teamsters Local Union No. 50**

**Effective**

**2020-21 through 2023-24**

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## ARTICLE I – RECOGNITION

### Section 1.1 – Recognition

Perandoe Special Education District, hereinafter referred to as “Employer,” or “Management Council” recognizes **Teamsters Local Union No. 50**, hereinafter referred to as “Union,” or Local No. 50,” as the sole and exclusive negotiating representative in accordance with Case No. 2020-RC-0006-C, in the following bargaining unit:

**Included:** All full-time and regularly employed part-time paraprofessionals, paraprofessional/cooks, paraprofessional/janitors, and paraprofessional/bus drivers employed by Perandoe Special Education District.

**Excluded:** All confidential, supervisory, and managerial Bargaining Unit Members as defined by the Illinois Educational Labor Relations Act.

### Section 1.2 – Integrity of Agreement

The Employer will neither negotiate nor make collective bargaining agreements for any of its Bargaining Unit Members in the bargaining unit covered hereby, unless through a duly authorized representative of the Union. The Employer shall not engage in direct dealing with Bargaining Unit Members.

## ARTICLE II – UNION RIGHTS AND RESPONSIBILITIES

### Section 2.1 – Employer Meetings, Records, and Information

The Management Council will provide the Local Steward(s) with access, electronically, to the following documents:

- (a) Meeting agenda;
- (b) Official open minutes of meetings;
- (c) Monthly budget summaries
- (d) Employer policy manual and policy revisions;
- (e) Annual auditor's report and Management Letter;
- (f) Current fiscal year budget;
- (g) Statistical information concerning the names, current step placement, extended service, and present insurance coverage;
- (h) Staff lists including home addresses and telephone numbers. Any change in personnel or addresses or telephone numbers will be given the Local Steward(s).
- (i) If requested in writing by the Union, information which may be relevant to negotiations or necessary for the enforcement of this Agreement.

### Section 2.2 – Notification of Meetings

The Local Steward(s) shall be given notice of the time and location of all regular and special meetings of the Management Council together with electronic access to the agenda as set forth in

Section 2.1, above. In the event the Union desires to send Bargaining Unit Members to attend a Management Council meeting, their chosen representative (not to exceed two (2) Bargaining Unit Member for a given meeting) may use personal leave as provided in § 14.2 for such purposes, provided that a written request for leave must first be submitted to the Executive Director for his or her approval, which approval shall not be unreasonably withheld.

### **Section 2.3 – Use of Employer Buildings and Equipment**

- (a) The Union shall have the right to use the facility mailboxes, the Employer's email system, and designated bulletin Employers to communicate with bargaining unit Bargaining Unit Members regarding collective bargaining negotiations, the administration of the collective bargaining agreements, the investigation of grievances, other workplace-related complaints and issues, and internal matters involving Union governance or business. The Union acknowledges that the Employer cannot guarantee the privacy of communications using the Employer's email system, and the use the email system shall comply with the Employer's Acceptable Use Policy.
- (b) The Union shall have the right to request use the Employer's worksite for official union business meetings before and after the regular workday provided such request is made at least twenty-four (24) hours prior the requested use of the building. Such use shall be subject to all applicable Policies of the Employer and must not interfere with the programs of the Employer, its operations or security, nor interfere in any way with performance of the operations, functions, or regular job duties, of the Employer, any member District, or any entity hosting the Employer's worksite.
- (c) The local Union shall have the right to use Central Office copying machine provided the copier is not in use and the use of the copier does not interfere with the regular office duties of the employees. The Union shall pay for the cost of all expendable materials.

### **Section 2.4 – Contract Management Meetings**

"The Employer agrees to meet with the Local Steward and up to two (2) bargaining unit members at reasonable, mutually-agreeable times to discuss the bargaining unit's concerns *regarding* the implementation of this Agreement. The parties agree that open and honest discussion is crucial and are committed to fostering an environment in which bargaining unit members feel free to express their concerns without fear of discrimination, retaliation, or retribution."

### **Section 2.5 – Dues Deduction**

- (a) The employer shall honor employees' individually-authorized dues deduction forms or written authorizations as provided by law, and shall make such deductions in the amounts certified by the Union for union dues, assessments, or fees. Dues revocations are processed by the Union.
- (b) The Union shall indemnify and hold the Employer, its members, officers, agents and employees from and against any claims, demands, actions, complaints, suits, or

other forms of liability (including attorney's fees and costs) that shall arise out of, or by reason of, action taken (or not taken) by the Employer (its members, officers, agents, Bargaining Unit Members or representatives) for purposes of complying with or carrying out the provisions of this Article.

- (c) The Union shall be notified at least one business day prior to the employer's response to a Freedom of Information Act (FOIA) request that asks for the following information regarding any bargaining unit member: names, email addresses, any part of the home address, or list of members of the union, dues payers, or non-members.

### **Section 2.6 – Union Membership**

All inquiries about union membership shall be referred to the Union. If any bargaining unit member requests a change in membership/dues status, the bargaining unit Bargaining Unit Member will be directed to the Union.

### **Section 2.7 – Bargaining Unit Member Privacy**

The Employers will not supply information in response to third party Freedom of Information Act ("FOIA") requests, or similar such requests, that is "private information" exempt from required disclosure under FOIA.

## **ARTICLE III – BARGAINING UNIT MEMBER RIGHTS**

### **Section 3.1 – Right of Representation**

When a Bargaining Unit Member is required to appear before the Employer for purposes of discipline or discharge, the Bargaining Unit Member may request representation by a local steward during the appearance before the Employer.

When a Bargaining Unit Member is required to appear before a supervisor, administrator, or the Employer and is subject to an investigatory interview which the Bargaining Unit Member reasonably believes might result in discipline, the Bargaining Unit Member may request representation by a local steward during the interview, however this right shall not serve to delay the investigatory interview unduly, nor to frustrate the employer's purpose.

### **Section 3.2 – Gender**

The parties have attempted to remove gender-specific terms from this Agreement. Nevertheless, any reference in this Agreement to the male gender shall be construed to pertain to a Bargaining Unit Member regardless of gender, gender identity, or gender expression.

### **Section 3.3 – Local Union Steward**

There shall be a Local Union Steward to see that the members of the Union live up to the rules of the Union and the Employer. Said Steward shall be appointed by the Local Union. No

discrimination shall be shown to the Local Union Steward for performing their duty. The Union shall notify the Employer, in writing, who the Local Union Steward is and of any changes thereafter.

The parties understand and agree there may be emergency, or other unforeseeable circumstances which require the Union Steward to be immediately available during the workday. In those cases, the Union Steward shall give as much notice of the need as possible, must not interfere with the programs of the Employer, its operations or security, nor interfere in any way with performance of the operations, functions, or regular job duties, of the Employer, or any other employee, and shall be responsible for securing a substitute prior to leaving work duty.

### **Section 3.4 – Staff Meetings**

Staff meetings scheduled by the Executive Director will be scheduled during the regular workday of the Bargaining Unit Members, to the extent possible.

## **ARTICLE IV – SENIORITY**

### **Section 4.1 – Seniority**

Seniority shall be defined as the length of service within the category of position measuring from the first day the Bargaining Unit Member is paid for their duties in the category of position, and specifically includes all periods of employment prior to this Agreement in the category of position. If two (2) or more Bargaining Unit Members have same continuous service in the category of position, seniority shall be determined by the drawing of lots. Part time Bargaining Unit Members shall accrue by date of hire. For purposes of this Article, the category of position of all Bargaining Unit Members shall be 'Paraprofessional.'

Less than full-time consecutive years of employment shall be counted as continuous service on a pro-rata basis.

Seniority continues to accrue during paid leaves granted by the Employer or required by this contract. Seniority shall not accrue during unpaid leave, and whether the leave was paid at its inception.

### **Section 4.2 – Break in Service**

All seniority shall be lost upon resignation, retirement, dismissal for cause, or upon layoff when recall rights expire. Seniority is not lost during the time a Bargaining Unit Member on layoff has recall rights. Seniority shall not accrue while on layoff.

### **Section 4.3 – Layoff and Recall**

- (a) Should the Employer decide to reduce the working force, or discontinue some particular type of support service, seniority in the category of position shall be the deciding factor, with the least senior Bargaining Unit Member in the category of position being laid off first. [Section 105 ILCS 5/10-23.5].

- (b) Recall shall be in accordance with the School Code and first preferences shall be given to the most senior, qualified employee. [Section 105 ILCS 5/10-23.5].
- (c) A Bargaining Unit Member who fails to respond to an offer of recall within seven (7) calendar days following the sending of the letter forfeits their right to the position.

#### **Section 4.4 – Seniority List**

The administration shall prepare and post a seniority list not later than February 1 of each year.

### **ARTICLE V – DISCIPLINE**

Discipline imposed on full time bargaining unit employees will not be arbitrary or capricious, and will generally follow the tenets of progressive discipline [warning (verbal or written), suspension (with or without pay), and termination], with consideration given to the employee's disciplinary history, and allowance granted to the employer's discretion in particular cases of misconduct.

### **ARTICLE VI – GRIEVANCE PROCEDURE**

#### **Section 6.1 – Grievance Definition**

Any claim by the Union or a Bargaining Unit Member that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement shall be a grievance.

#### **Section 6.2 – Time Limits**

All time limits shall consist of employment days, except when a grievance is submitted between June and the beginning of the next school year, days shall mean when the Cooperative's business office is open.

#### **Section 6.3 – Procedure**

Nothing contained herein shall be construed to limit the right of any Bargaining Unit Member having a complaint to discuss the matter informally with their immediate supervisor. If, however, the informal process fails to satisfy the Bargaining Unit Member or the Union, a grievance shall be processed as follows:

(a) **Step 1:**

The grievant or the Union shall present the grievance in writing to the Executive Director within fifteen (15) days of the occurrence of the event giving rise to the grievance, or within (15) days of the knowledge of the event, whichever is later,



specifying the article and clause alleged to have been violated and stating the remedy sought. The Executive Director shall arrange for a meeting to take place within five (5) days after receipt of the grievance. The Executive Director, their representative, the Union's representative and the grievant may be present at the meeting. The Executive Director shall provide a written answer to the grievant and the Union within ten (10) days after the scheduled meeting.

(b) **Step 2:**

If the grievance is not resolved at Step 1, the grievant or the Union may refer the grievance to the Management Council within ten (10) days after the receipt of the Step 1 answer. The Council will hear the grievance at the next regularly scheduled meeting. Within ten (10) days after the hearing, the Council shall give its written response to the grievant and Union.

(c) **Step 3:**

If the Union is not satisfied with the disposition of the grievance at Step 2, it may submit the grievance to final and binding arbitration within thirty (30) days of the Step 2 response. If the parties are unable to agree on a single Arbitrator within seven (7) days, the Union shall request a panel of seven (7) Arbitrators from the Federal Mediation and Conciliation Service ("FMCS"). The winner of a coin toss shall determine who strikes the first Arbitrator. The parties shall thereafter alternately strike names until one (1) name remains, who shall then automatically become the chosen Arbitrator for the grievance. Notice of the selection of the Arbitrator shall be given to the Arbitrator, and FMCS.

The fees and expenses of the arbitrator shall be shared equally by the parties. The parties shall each be responsible for the costs of their own representation. If only one (1) party requests a transcript, that party shall bear the costs of the transcript. If both parties request a copy of the transcript, the cost of transcripts shall be equally divided by the parties.

The arbitrator shall be authorized to fashion an appropriate remedy. The Arbitrator shall have no authority to add to, delete from, or modify the terms of this Agreement. The decision of the Arbitrator shall be final and binding upon the Employer, the Union, and the Bargaining Unit Member.

### **Section 6.4 – Union Participation**

The Council acknowledges the right of any representative to be present at any step of the grievance procedure. No employee shall be required to discuss any grievance if the Union representative is not present if one is requested. In any instance where the Union is not representing the grievant, the Executive Director or Management Council receiving the formal grievance shall notify the Union of the grievance meeting; action taken; and any resolution of the complaint. The Union may appeal any decision of the Executive Director or Management Council.

### **Section 6.5 – Failure to Act**

Failure of an employee or the Union to act on any grievance within the prescribed time limits will bar any further appeal. If the Employer or its designee fails to respond to a grievance within the prescribed time limit, the grievance will proceed to the next step. Time limits may be extended by mutual consent.

### **Section 6.6 – Bypass to Arbitration**

The Parties may agree in writing to submit a grievance directly to arbitration without proceeding through Steps 1 and 2.

### **Section 6.7 – Released Time**

Any investigation or other handling or processing of any grievance by the grievant or the Union shall be conducted so as to result in no interference with, or interruption whatsoever of, the instructional program or the related work activities of the grievant or of the District's employees. Meetings held under this procedure shall be conducted at a mutually agreeable time. If no time is mutually agreeable to the parties, the grievance shall be allowed to proceed to the next step.

### **Section 6.8 – Attendance at Hearing**

"If and when an arbitration hearing is scheduled during a bargaining unit member's scheduled workday, the grievant and any necessary witnesses shall be released to attend the hearing without loss of pay."

### **Section 6.9 – Grievance Withdrawal**

Grievances may be withdrawn at any level without establishing precedent.

### **Section 6.10 – Class Grievance**

Class grievances involving one or more employees may be initially filed by the Union at Step 1 of the grievance procedure.

### **Section 6.11 – No Reprisals**

No reprisals shall be taken by the Employer against any Bargaining Unit Member because of the Bargaining Unit Member's participation or refusal to participate in a grievance.

### **Section 6.12 – Resolution**

By mutual agreement, a grievance may be settled at any step of the procedure without establishing precedent. The Management Council shall not be responsible for any decision made by an individual who is not an employee of the Cooperative.

### **Section 6.13 – Grievance Records**

All records related to a grievance shall be filed separately from the personnel files of the Bargaining Unit Members.

### **Section 6.14 – Grievance Time Limits**

Time limits imposed under this Article may be extended by mutual agreement, confirmed in writing.

## **ARTICLE VII – PERSONNEL FILES**

### **Section 7.1 – Personnel Files**

The Employer shall keep a central personnel file for each Bargaining Unit Member. Employer is free to keep working files, but material not maintained in the central personnel file may not provide the basis for disciplinary or other action against a Bargaining Unit Member. The Employer may keep a separate central personnel file where necessary under any applicable law, Employer policy, or this agreement.

### **Section 7.2 – Inspection**

Upon request by a Bargaining Unit Member, the Employer shall reasonably permit a Bargaining Unit Member to inspect their personnel file subject to the following:

- (a) Such inspection shall occur within a reasonable time following receipt of the request;
- (b) Such inspection shall occur during daytime working hours Monday through Friday;
- (c) The Bargaining Unit Member shall not be permitted to remove any part of the personnel file from the premises, but may obtain copies of any information contained therein upon payment for the cost of copying;
- (d) Upon written authorization by the requesting Bargaining Unit Member, the Bargaining Unit Member may have a representative of the Union present during such inspection and/or may designate in such written authorization that said representative may inspect their personnel file subject to the procedures contained in this Article;
- (e) Matters excepted by the Illinois Personnel Record Review Act, 820 ILCS 40/;
- (f) If any Bargaining Unit Member feels that material in their personnel file is inaccurate, incomplete, or unjust, the Bargaining Unit Member may put any objections in writing to the Executive Director; the employee may also attach and place in the file written reaction to any of its contents.

## ARTICLE VIII – WAGES

### Section 8.1 – Wages

- (a) Base (minimum) hourly wages shall be in accordance with Illinois law.
- (b) The wages of all bargaining unit members, except new hires / first year of employment shall be subject to the following increases during this Agreement:
  - (i). 2020-21 School Year: varies 4, 6, or 12% *see table*
  - (ii). 2021-22 School Year: flat 2.5% increases *see table*
  - (iii). 2022-23 School Year: flat 2.5% increases *see table*
  - (iv). 2023-24 School Year: flat 2.5% increases *see table*
- (c) For any part of a day that a bargaining unit member is assigned as a substitute for a teacher, the bargaining unit member shall receive an hourly wage rate based upon the substitute teacher rate by dividing the substitute teacher rate by 7.5, or their current hourly wage, whichever is higher.

### Section 8.2 – Payday

Employees shall be paid on the 15th and 30th each month. Should the payday fall on a weekend, or during a school holiday period, employees shall be paid on the last working day preceding the weekend or holiday period.

Each Bargaining Unit Member shall have the option of being paid in twenty (20) or twenty-four (24) installments per year. A Bargaining Unit Member must notify the Director at least fourteen calendar days prior to the first pay date whether he/she desires twenty (20) or twenty-four (24) pay checks. Once a Bargaining Unit Member chooses the above, the Bargaining Unit Member shall not be allowed to change the number of pay checks he/she shall receive for the year.

## ARTICLE IX-- HOURS OF WORK

### Section 9.1 – Regular Workday

- (a) Bargaining Unit Members shall be guaranteed a schedule of not less than seven and one-half (7-1/2) consecutive hours of work per day, including a half-hour unpaid lunch period. The start time may be scheduled for any time between 7:30 AM and 8:00 AM, with the resulting end time scheduled between 3:00 and 3:30 PM, (for example, beginning at 7:30 AM and ending at 3:00 PM, or beginning at 8:00 AM and ending at 3:30 PM) depending upon student/classroom need.
- (b) Bargaining Unit Members shall be granted a one-half (1/2) hour duty-free lunch period, which may be taken at the end of the day to allow an end time which is seven clock hours after the employee's scheduled start time (for example, beginning

at 7:30 AM and ending at 2:30 PM rather than 3:00 PM, or beginning at 8:00 AM and ending at 3:00 PM rather than 3:30 PM)

### **Section 9.2 – Overtime**

All work performed beyond forty (40) hours per week shall be paid at one and one-half (1.5) times the regular hourly rate. All overtime work must be approved in advance.

## **ARTICLE X– BENEFITS**

### **Section 10.1 – Health Insurance**

The Employer contribution for full-time Bargaining Unit Members of the Employer toward the cost of the individual premium of the major medical/hospitalization program shall be no less than \$6,931 or 95% of the individual premium, whichever is lower, as follows:

- (i). 2020-21 School Year: \$6,931 per year
- (ii). 2021-22 School Year: \$6,931 per year
- (iii). 2022-23 School Year: \$6,931 per year\*
- (iv). 2023-24 School Year: \$6,931 per year\*

\*or 95% of the individual premium, as set forth above

Eligibility in the Employer’s insurance program shall be determined by the insurance carrier.

Grandfather Clause re: Cash Option: Full time bargaining unit members who, as of the date of this Agreement, have already elected not to participate in the district’s group insurance plan and who have already been receiving a cash payment equal to the Employer’s contribution to the individual premium, will be “grandfathered” and continue to receive that same cash payment in lieu of insurance (i.e., a payment of \$6,445) for each year of the term of this Agreement.

### **Section 10.2 – Flexible Spending Account**

According to the authority granted under Section 125 of the Internal Revenue Code, employees who elect to participate in a Flexible Spending Account may do so by completing the appropriate election form.

The employee agrees to follow all the rules and regulations of the Internal Revenue Code regarding the sheltering of such contributions. The Management Council shall not be responsible for the failure of the above plan to meet the writing, enforceability, etc. as determined by the Internal Revenue Code. Should any of the above be declared improper by an Internal Revenue ruling or opinion, that clause or portion thereof shall be deleted from this Agreement to the extent it violates the ruling or opinion.

The Management Council agrees to pay the cost of administering this FSA program through a third-party administrator of its choice, to a maximum cost of not more than five dollars (\$5.00) per

month per employee. Any cost above the five dollars (\$5.00) per month shall be borne by the individual employee.

### **Section 10.3 – Dental Insurance**

Dental insurance is available at the Bargaining Unit Member's cost on the same terms as all other Employees. Bargaining Unit Member cost for dental insurance is subject to change.

### **Section 10.4 – Vision Insurance**

Vision insurance is available at the Bargaining Unit Member's cost on the same terms as all other Employees. Bargaining Unit Member cost for vision insurance is subject to change.

### **Section 10.5 – Basic Life Insurance**

Each Bargaining Unit Member shall pay \$1.00 per month / \$0.50 per pay period to Basic Life Insurance.

### **Section 10.6 – Illinois Municipal Retirement Fund**

All bargaining unit members are enrolled in the Illinois Municipal Retirement Fund. The Employer shall pay the applicable employer contribution rate. The Bargaining Unit Member shall pay the applicable member contribution rate.

## **ARTICLE XI – EVALUATIONS**

Performance evaluations shall be conducted at least annually, but not more than twice per year, during each full time bargaining unit member's first three (3) years of employment. Thereafter, evaluations shall be conducted at least every two (2) years, absent an identified performance issue. Evaluations shall be shared with the Employee.

“Evaluations shall not be used as a substitute for discipline, nor as an indirect method for imposing discipline; and discipline should not wait for the next evaluation cycle, but should be imposed as close in time as is reasonably possible to the event giving rise to discipline.”

## **ARTICLE XII – VACANCIES**

In the event that a position becomes vacant and the Employer elects to fill that vacancy, or the Employer creates a new position, the Director or designee shall post in the administrative office of Cooperative a notice of all vacancies and/or newly-created positions as they occur. The Director shall also concurrently email said notice to the local Steward(s). Said vacancy shall be posted internally for ten (10) working days prior to being posted externally, except for immediate vacancies. Immediate vacancies are defined as vacancies that arise during the then-current school year or within thirty (30) days prior to the start of the school year. Vacancy shall be due to resignation, death, ore retirement of an employee.

## ARTICLE XIII – LEAVES OF ABSENCE

### Section 13.1 – Reporting Absences

A Bargaining Unit Member shall report an absence by 6:30 a.m. In the case of an emergency, the absence will be reported as soon as possible, and the Bargaining Unit Member will try to report their absence by 6:30 a.m. The Bargaining Unit Member will indicate their name, assignment and expected length of the absence. Except in the case of a suspected abuse of the leave, or as otherwise authorized by law, a Bargaining Unit Member shall not be required to state orally or in writing the reason for the absence other than to identify the type of absence (sick leave, personal leave, etc.)

### Section 13.2 – Personal Leave

Each employee shall be entitled to three (3) personal or emergency days per school year without loss of pay or deduction of sick leave. Each employee shall notify the Director at least forty-eight (48) hours prior to the requested day if possible. It shall not be necessary to include the reason for taking such leave. Personal leave may not be used for the sole purpose of extending a vacation or holiday. Personal leave days may not be used in increments of less than one hour. Unused personal leave days shall accumulate as sick leave.

### Section 13.3 – Sick Leave

- (a) Bargaining Unit Members who work at least 175 days in a school year shall be entitled to twelve (12) days of sick leave per year (any current bargaining unit members who, as of the effective date of this Agreement, have been receiving a greater annual allotment of sick leave days will be “Grandfathered” and continue to do so for the term of this agreement). For those employees who work less than 175 days in a school year, their sick leave will be prorated based on their fractionalized employment status. Unused sick leave shall accumulate to 240 days including the leave of the current year.
- (b) Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household.
- (c) For purpose of sick leave “immediate family” shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, stepparents, domestic partners, and legal guardians.
- (d) The Employer may require a physician's certificate as a basis for pay during leave after an absence of 3 days for personal illness. Excessive absenteeism or a recurring pattern of absenteeism may be reviewed by the Director. Any employee suspected of recurrent abuse of sick leave may at any time be requested by the Director to furnish a physician's statement.
- (e) Excessive use of employee sick leave may indicate an extended disability. Under such circumstances, the Cooperative may require a physician's statement verifying

the employee's ability to continue working. The physical examination shall be made at Cooperative expense.

- (f) Personal leave (see section 14.2) shall also be available to employees as sick leave.

### **Section 13.4 – Jury Duty / Called to Testify**

No employee shall suffer loss of pay or benefits due to lost time at work caused by serving on a jury or being subpoenaed to testify as a third party witness in a court of law or administrative agency hearing, on a matter related to his or her employment. Employees absent due to jury duty or due to serving as a third party witness shall rebate to the District any fees earned for service minus expenses.

### **Section 13.5 – Child Care Leave**

Child Care Leave will be provided per the terms of the Family Medical Leave Act. The Bargaining Unit Member may choose to use, or the Employer may require the use of, earned time off (e.g., sick leave days or personal leave, if available) when submitting a request for leave under this section.

### **Section 13.6 – Unpaid Leave of Absence**

Leaves of absence may be granted without pay to all Bargaining Unit Members within the Employer who desire to return to employment in a similar capacity upon termination of said leave. Each approved leave of absence shall be of the shortest possible duration required to meet the purpose of the leave consistent with a reasonable continuity of service for students but in no case shall the leave of absence exceed one calendar year. Leaves of absence without pay may be granted on a case by case basis in the Employer's discretion, without regard to prior decisions and without establishing precedent. The Employer will assess requests, according to the following conditions guidelines, which may not form the basis of a grievance under Article VI of this Agreement:

- (a) Written requests for leaves of absence without pay should be made at least ninety (90) days before the leave is desired, subject to approval by the Management Council. In the case of an emergency, the ninety (90) day parameter may be waived by the Director of the Employer and a Bargaining Unit Member may be granted a temporary leave of absence of up to thirty (30) days by the Director. The decision of the Management Council to grant or not to grant a leave of absence under this Section shall not be subject to the grievance procedure.
- (b) Dates of departure and return must be acceptable to the administration and determined prior to initiating the request.
- (c) Leaves may be granted for (1) advanced study leading to a degree at an approved university; (2) military service in accordance with applicable law; (3) extended illness; (4) other reasons acceptable to the Management Council.
- (d) The Bargaining Unit Member shall inform the Executive Director of their intent to



return to a similar position the following school year not later than February 1. If the Bargaining Unit Member fails to inform the Executive Director prior to February 1, the Bargaining Unit Member waives their right to future employment in the Employer.

- (e) During the unpaid leave, the Bargaining Unit Member may purchase hospitalization and major medical insurance at the Employer group rate. The Bargaining Unit Member shall be responsible for the full amount of each monthly premium. Said payments shall be made fifteen (15) days prior to the Employer's premium due day to the Employer's Bookkeeper.
- (f) Such leave shall not be credited towards advancement on the salary schedule unless the Bargaining Unit Member works more than ninety (90) days in the work year.
- (g) Upon expiration of the unpaid leave, the Bargaining Unit Member shall return to a similar position for which they are qualified.

### **Section 13.7 – Family Medical Leave**

In addition to leaves of absence, eligible Bargaining Unit Members may request family medical leave in accordance with the Family Medical Leave Act. This provision neither expands nor contracts the rights of the employer or Bargaining Unit Members in respect to family medical leave. For purposes of family medical leave, the year shall be a combined total of 12 work weeks per rolling year.

## **ARTICLE XIV – GENERAL PROVISIONS**

### **Section 14.1 Mileage Reimbursement**

If the administration requires an employee to use his/her personal vehicle for business of the Cooperative, the employee shall be reimbursed at a rate equal to the rate approved by the Internal Revenue Service. The annual rate for mileage will be the IRS rate on January 1 of each year.

### **Section 14.2 – Subcontracting**

The Management Council may contract with independent contractors provided that 1) no current member of the bargaining unit is displaced as a result of such contract(s), and 2) the requirements, if applicable, of 105 ILCS 5/10-22.34c are met.

### **Section 14.3 Training and Required Licenses**

If the Employer requires the Bargaining Unit Member to attend additional job-related training, or to obtain a job-related license, all costs, including classes, testing, and license fees shall be the responsibility of the employer. This Section 15.5 shall not apply to the Employee's paraprofessional license issued by the Illinois State Board of Education.

#### **Section 14.4 – Employer Information**

The Employer agrees to furnish copies of information that is public in nature concerning financial resources of the District to the Union in order that the Union may develop intelligent, accurate, and constructive proposals.

#### **Section 14.5 – Negotiation Procedure**

The Employer agrees to negotiate pursuant to lawful demands to bargain over matters which are not inherent managerial policy. Matters of inherent managerial policy shall be as determined by 115 ILCS 5/4.

#### **Section 14.6 – Work Year**

The work year shall consist of 175 working days.

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

#### **Section 15.1 – Complete Understanding**

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties.

#### **Section 15.2 – Contractual Amendments**

This Agreement shall constitute a binding obligation of both the Employer and the Union and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement.

#### **Section 15.3 – Individual Contracts**

Any individual contract between the Employer and an individual Union member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract hereafter executed shall be expressly made subject to and consistent with the terms and conditions of this or subsequent Agreements to be executed by the parties. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling.

#### **Section 15.4 – Severability**

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect. In any event, should the affected provision subsequently become legal, valid, or otherwise enforceable, it shall revert to the original agreement unless both parties agree otherwise.

#### **Section 15.5 – Savings Clause**

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid, or unenforceable.

### **Section 15.6 – Management Rights**

The Employer shall not be required to bargain over inherent managerial policy which shall include the following areas of discretion or policy:

- (a) The Functions of the Employer
- (b) Standards of Service
- (c) The Employer's Overall Budget
- (d) The Organizational Structure and Selection of New Bargaining Unit Members
- (e) Direction of All Bargaining Unit Members

The parties agree that all functions, rights, powers or authority of the administration of the Perandoe Special Education District and the Management Council which are not specially limited by the express language of this agreement are retained by the Employer provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement.

### **Section 15.7 – No-Strike/Lockout Clause**

The Union and each Bargaining Unit Member covered by this Agreement agree that they will not, during the period of this Agreement, directly or indirectly engage in or assist in a strike, slowdown, use of leave in concert by bargaining unit members, or other refusal to render full and complete services to the Employer. The Employer agrees that it will not implement any lockout action during the life of this agreement.

### **Section 15.8 – Complete Agreement**

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

## **ARTICLE XVI – TERM OF AGREEMENT**

This Agreement shall be effective at 12:01 AM on July 1, 2020, and shall continue in effect until midnight June 30, 2024.

This Agreement shall automatically be renewed thereafter from year to year unless either party notifies the other in writing, not less than sixty (60) nor more than ninety (90) calendar days prior

to the expiration date of the Agreement, of its desire to modify or terminate the Agreement. Upon the receipt of such notification, negotiations shall be undertaken without undue delay.

PERANDOE Special Education District

TEAMSTERS LOCAL UNION NO, 50

By Executive Director

By President

Name Shantham Hopkins

Name John J. [Signature]

Date 06/09/2021

Date 6/21/21

<b>Current Wage</b>	<b>FY 21</b>	<b>FY 22</b>	<b>FY 23</b>	<b>FY 24</b>
% incr.	12.00%	2.25%	2.25%	2.25%
\$12.61	\$14.12	\$14.44	\$14.77	\$15.10

<b>Current Wage</b>	<b>FY 21</b>	<b>FY 22</b>	<b>FY 23</b>	<b>FY 24</b>
% incr.	6.00%	2.25%	2.25%	2.25%
\$13.91	\$14.74	\$15.08	\$15.42	\$15.76

<b>Current Wage</b>	<b>FY 21</b>	<b>FY 22</b>	<b>FY 23</b>	<b>FY 24</b>
% incr.	4.00%	2.25%	2.25%	2.25%
\$14.94	\$15.54	\$15.89	\$16.24	\$16.61
\$15.39	\$16.01	\$16.37	\$16.73	\$17.11
\$15.91	\$16.55	\$16.92	\$17.30	\$17.69
\$16.01	\$16.65	\$17.03	\$17.41	\$17.80
\$20.91	\$21.75	\$22.24	\$22.74	\$23.25
\$22.16	\$23.05	\$23.56	\$24.10	\$24.64
\$22.31	\$23.20	\$23.72	\$24.26	\$24.80

**Starting Salary**

<b>Current Wage</b>	<b>FY 21</b>	<b>FY 22</b>	<b>FY 23</b>	<b>FY 24</b>
New Hires:	\$12.61	\$13.00	\$13.50	\$14.25