

AGREEMENT

BETWEEN



BOARD OF EDUCATION
ZION-BENTON TOWNSHIP HIGH SCHOOL DISTRICT #126
LAKE COUNTY, ILLINOIS

AND THE



ZION-BENTON PROFESSIONAL TRADES UNION
LAKE COUNTY FEDERATION OF TEACHERS
LOCAL 504, IFT-AFT/AFL-CIO

FOR THE WORK YEARS

2023-2024
2024-2025
2025-2026
2026-2027
2027-2028

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ARTICLE I - RECOGNITION

Section A - Recognition: The Board of Education of Zion-Benton Township High School District No. 126, Lake County, Illinois, herein referred to as the "Board", hereby recognizes Zion-Benton Professional Trades Council, IFT/AFT, Local 504, AFL-CIO, hereinafter referred to as the "Union", as the sole and exclusive bargaining agent for all full and part time Maintenance/ Grounds, Mechanic staff and Pool Technician at Zion-Benton Township High School District 126 and excluding all supervisory, managerial, confidential and short-term employees as defined in the Illinois Educational Labor Relations Act and all other employees.

All references to employee shall include grounds, maintenance, mechanics, and pool maintenance.

Section B - Part-time Employees: Part-time employees are defined as any employee who is regularly scheduled for less than thirty (30) hours per week. Part-time employees shall receive ten (10) cumulative sick leave days per year and two (2) personal leave days per year calculated and prorated based on scheduled work hours.

ARTICLE II - DEFINITION OF RESPONSIBILITIES & RIGHTS

Section A - Management Rights

1. The Union recognizes that the Board has full authority and responsibility under the laws of the State of Illinois for the administration and operation of the schools of the District. The Board and the Union recognize, understand and agree that the Board cannot enter into any agreement that impairs the authority vested in the Board by law and that the provisions of this Agreement cannot conflict with the provisions of the Illinois School Code, or other pertinent statutes of the United States and the State of Illinois, as well as decisions of the courts of the United States and the State of Illinois.
2. Except as provided in this Agreement, the Board hereby retains and reserves unto itself the following rights:
 - a. To execute managerial, organizational and administrative control of the District and its properties and facilities;
 - b. To direct the work of its employees, determine the time and hours of operation, and determine the kinds and levels of services to be provided and the methods and means of providing those services, including entering into contracts with private vendors for services;
 - c. To hire all Employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, discipline, or dismissal, and to review, evaluate, promote, transfer and assign all such Employees;
 - d. To build, move or modify facilities; establish budget procedures and determine budgetary allocation; and take action on any matter in the event of an emergency; and
3. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, in adoption of policies, rules, regulation and practices in furtherance thereof, and the uses of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement.
4. The Board's failure to exercise any rights hereby reserved to it, or its exercising any such function in a particular way, shall not be deemed a waiver of the Board's right to exercise such functions or preclude the Board from exercising the same in any manner not in conflict with the express provisions of the Agreement.

Section B - Exclusive Bargaining Rights: All collective bargaining shall be conducted between the Union and the Board and/or its duly authorized agent or representative. The Board shall negotiate with no other individual, group, or organization purporting to represent an employee for himself/herself.

Section C - Use of Buildings: The Board agrees that the Union and its representatives shall have the right to use school buildings for meetings and to transact official Union business on school property at all reasonable times provided that this business does not interfere with or interrupt normal school operations. The use of the buildings requires approval by the Superintendent or his/her designee.

Section D - Bulletin Boards: The Union shall have the right to use mailboxes and bulletin boards to communicate with bargaining unit Employees 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 the governance or business of the exclusive representative. Bulletin Boards and mailboxes shall not be used in a manner that violates the *State Officials and Employees Ethics Act*.

Section E - Transaction of Union Business: Duly authorized representatives of the Union (i.e., steward, business representative, etc.) may be permitted to transact all official Union business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Upon entering the school during regular school hours such representatives will present themselves to the building principal or his/her designee and obtain permission before proceeding with Union business.

Section F - Union Membership:

1. Any employee who is a member of the Professional Trades Council or who has applied for membership may sign and deliver to the Union an assignment authorizing the deduction of membership dues, either individually or in combination thereof. The District shall not collect membership fees from any employee who elects not to join the Union.
2. When new bargaining unit members are hired, the District shall notify the Union of their name, address, phone number, job title and date of hire so the Union may contact them about joining. The District shall provide the Union with this information within five (5) school days of Board approval of the hiring. In all cases, it shall be Union's responsibility to deliver completed Membership and Fee Payment Authorization Cards to the District before their membership is considered official and dues may begin to be deducted.
3. The District shall be entitled to rely upon the dues and fees payment authorization cards, the membership cards for Union and its Members. The District shall deduct dues and fee payments or refrain from making such deductions based on the most

current authorizations and notices the District has received from Union. The Union shall save, indemnify and hold the District harmless, along with the District's Board members and employees, from any liability for damages and costs resulting from the Unions negligence or intentional actions relating to the dues or fees authorization cards or notices. The Union will notify the District of any new members who have agreed to dues authorization and will provide the Board a copy of the employee's written authorization. The Union will notify the District of any current members who choose to cease paying dues pursuant to the terms of their signed membership/dues authorization card. Termination of employment for any reason shall constitute revocation of authorization for dues deduction.

4. The District will not begin to collect dues or cease collecting dues from a Bargaining Unit Member unless directed to do so by the Union. In the event that any bargaining unit member comes to the District and expresses a desire to leave the Union, the District will first direct the individual to the Union President(s) and Treasurer, and notify the President(s) and Treasurer of the member's request. The Union President shall notify the District of the status of the Bargaining Unit Member's membership and when to stop the deduction of dues.
5. The Union will notify the District:
 - a) of any new Member who has agreed to dues deduction authorization; and
 - b) of any Member who chooses to cease paying dues pursuant to the terms of their signed membership/dues authorization card.

Section G - Union Dues Check-Off and COPE: Employees desiring this service may authorize the payroll office to deduct union dues. Deductions shall be remitted once each pay period starting in October and ending in May to the Lake County Federation of Teachers. Employees authorizing these voluntary deductions shall maintain such membership, based upon the authorization form.

Section H - Communication: The Union shall be notified within ten (10) calendar days of the employer's receipt of a Freedom of Information Act (FOIA) request that asks for information about any bargaining unit member, including, but not limited to, names, email addresses, any part of a home address, or a list of members of the Union, dues payers, or non-members.

ARTICLE III - NEGOTIATION PROCEDURES

Section A - Commencement of Negotiations: Negotiations shall begin no later than the first day of February, unless both parties agree to an alternative date.

Section B - Tentative Agreements: During negotiations, agreed-upon material shall be prepared by the Board and the Union and signed or initialed prior to the adjournment of the meeting at which such agreement was reached.

Section C - Ratification: When the Union and Board reach tentative agreement on all matters being negotiated, the items will be submitted in writing to the membership of the Union and to the Board for their action.

**ARTICLE IV - VACANCIES, SENIORITY RIGHTS, REDUCTION-IN-FORCE AND
RECALL**

Section A - Posting and Application: During the work year, notice shall be given of any promotional opportunity via email prior to permanently filling the position.

Section B - Vacancies and Interviews: Employees who are interested in applying for a vacant position in the District may submit an online application and will be granted an interview. Outside interviews for a vacancy may occur simultaneous to interviews of internal applicants.

Section C - Seniority: Seniority shall be defined as the total length of continuous service as a full-time Employee within a category of position: Maintenance/Grounds, Mechanic or Pool Maintenance. Seniority shall not be interrupted by approved Board leave, but time on unpaid leave of absence of sixty (60) consecutive calendar days or more shall not count toward the accrual of seniority. Seniority shall begin with the first working day in such category of position. Part-time Employees shall accrue seniority on the basis of one half year for every year of part-time work. If an Employee transfers from a part-time to a full-time position (or vice versa) within the same category of position, the Employee shall be entitled to utilize the seniority previously accrued in that same category of position. Continuous service shall be interrupted by resignation, retirement or termination.

If total years of seniority in the District are equal between two (2) or more Employees, then seniority shall be determined by reference to the following tie-breakers in the order below:

1. Total continuous service in the District, regardless of category of position
2. Total service in the District, whether or not continuous
3. Lottery

Section D - Rehired Employees: If the District chooses to rehire an employee within twelve (12) months of his/her voluntary resignation, then the employee shall be paid at his/her last salary unless the employee is returning to a new category of position. In the event of a new category of position, the District shall have the discretion to determine the salary amount to offer.

Section E - Resignation: In the case of resignation of employment, at least two (2) weeks notice should be given and a letter of resignation shall be sent to the direct supervisor and/or the Human Resource Department stating the intent to resign from employment and the effective date of the resignation.

Section F - Seniority Rights, Reduction-in-Force and Recall: Any employee who is dismissed, or whose hours are reduced as a result of the decision of the Board to reduce the number of employees or discontinue some particular type of service shall be given written notice by: (a) mail and also either by (b) certified mail, return receipt requested, or by personal delivery with receipt, at least thirty (30) days before the employee is honorably dismissed, together with a statement of honorable dismissal for reduction-in-force in a position covered by this Agreement.

1. The employee with the shorter length of continuing service with the District, within the respective category of position, shall be dismissed first.
2. Employees dismissed as a result of a reduction-in-force shall be paid all earned compensation on or before the next regular pay date following their last day of employment.
3. Employees dismissed as a result of a reduction-in-force, and who are enrolled in the District's insurance programs, shall continue to receive paid insurance benefits through the last day of the month the reduction is effective. Commencing the first of the next month, the laid off employee shall have the right to continue health/dental insurance benefits at his/her own cost pursuant to the rules and regulations of the COBRA Act.
4. If the Board has any vacancies for the following school term or within one calendar year from the beginning of the following school term, the positions thereby becoming available within a specific category of position shall be tendered to the employees removed or dismissed from that category or any other category of position, so far as they are qualified to hold such position.
5. The Board shall mail a recall notice to the former employee(s) eligible for recall. The recall notice shall state the job title, hours/days of the assignment and the deadline (10 calendar days from the date of the recall notice) for accepting the recall offer. The recall notice shall notify the former employee that he or she shall be deemed to have waived further recall rights if he/she fails to respond by the deadline, or responds but declines to accept the position offered. If an employee accepts a position, his/her name shall be deleted from the recall list and the names on the list shall remain in the same sequence. The employee shall be responsible for notifying the District of any address change.

After all full-time employees are recalled, then the most senior part-time employees (if applicable) shall be recalled. Qualifications for each position are listed on the job description. An employee is qualified if he/she meets or exceeds the qualifications for the position which is vacant or newly created as defined on the job description or posting. Employees shall not lose salary placement, longevity, seniority or accumulated leave if recalled within this timeframe. However, seniority will not accumulate during the layoff.

Section G - Seniority List: The District shall provide the Union President a copy of the seniority list annually on or before February 1st and shall send such copy via District e-mail to review for accuracy. Each full-time employee shall be listed in order of District seniority in their respective category of position.

These lists shall state years of service and date of hire in the District. The most senior employee shall be listed first continuing in order to the least senior employee for each category. If an employee moves from one (1) category of position to another in the bargaining unit, he/she shall be credited his/her years of service in the District.

The Union President shall confirm the accuracy of the seniority list with the sender within ten (10) calendar days of receipt. Once confirmed, the approved list shall be posted on employee bulletin boards. Any Employee disagreeing with his or her seniority shall respond, in writing, to the Superintendent and the Union President within ten (10) calendar days following the date of the posting. After expiration of the posting period, the seniority lists shall be considered final as of that date and for all prior years.

ARTICLE V - TRAINING, TUITION REIMBURSEMENT AND EMPLOYEE RECORDS

Section A - Training and Workshops: Employees may request to attend instructional sessions or workshops to learn about their work. The approval of any such request shall be in the employer's sole discretion. The employer shall assume responsibility for any preapproved expenses in connection with the preapproved training sessions.

Section B - Pool Certification: The Board shall pay the cost for an initial and renewal pool certification.

Section C - CDL and Plumbing Licenses: The Board shall reimburse the cost of the employees' CDL renewal and plumbing license renewal when required.

Section D - Personnel File: Employees shall have access, upon reasonable demand, to their personnel file in accordance with applicable law.

Section E - Tuition Reimbursement: Employees shall receive tuition reimbursement, per hour, at the rate specified below per approved course hour, but not to exceed the actual cost of tuition. All courses for tuition reimbursement must be pre-approved by the Superintendent or designee. Approval forms for this purpose shall be available in the office of the Superintendent. Approved courses shall be those deemed beneficial to the individual assignment. Approval or denial of any course shall be nonprecedential for any other employee or for the same employee in other situations. Tuition reimbursement shall not be given for coursework to change fields. Employees must present official evidence of satisfactory completion of courses showing a passing grade and credit, and have an official transcript forwarded to the office of the Superintendent or designee prior to the issuance of tuition reimbursement. Tuition reimbursement shall be issued within fifteen (15) working days of receipt of the official transcript.

Tuition Reimbursement Per Approved Course Hour
\$140

ARTICLE VI - HOURS OF WORK, OVERTIME AND CONDITIONS OF EMPLOYMENT

Section A - Facility Operations Hours/Shifts: The standard work week for full-time Maintenance and Grounds employees shall consist of five (5) consecutive nine (9) hour days inclusive of a mandatory sixty (60) minute lunch period. The standard workweek for full-time Mechanic employees shall consist of five (5) consecutive eight-and-one-half hour (8.5) days inclusive of a mandatory thirty (30) minute lunch period. The workweek begins Sunday at 12:00 a.m. and ends Saturday at 11:59:59 p.m. The Director of Transportation shall have the discretion to establish a four (4) day, forty (40) hour work week during the summer for mechanics.

Section B - Rest Periods: There shall be one (1) fifteen (15) minute rest period permitted for each employee for each four (4) hours worked. An Employee may not use rest periods to leave early, start late or extend lunch. Unused rest periods do not accumulate and are not compensated.

Section C - Time Keeping: Employees shall be required to digitally record their times in and out online via the District's electronic timekeeping system. Employees are not required to digitally record rest breaks or lunches, but must digitally record the time of departure and return if attending to a scheduled appointment during the lunch period. It is understood that each classified staff employee shall work his/her own regularly scheduled days and hours unless specifically authorized to modify his/her hours on a given day by his/her direct supervisor.

Section D - Notification of Absence: Employees will record their absences via the District's online absence reporting system. If an employee is absent after the deadline for reporting the absence online, is tardy, leaves early, or otherwise fails to complete his/her assigned work shift, he/she shall notify the designated supervisor and/or central office employee responsible for ensuring the employee's time off is recorded. Employee absence reports (if applicable) shall be submitted to the Business Office the first possible workday following the weekly pay period.

Section E - Pay Periods: All employees shall be paid in twenty-six (26) equal pay periods or prorated depending on start/end date of employment.

Section F - Overtime: An overtime rate of one and one-half times the regular rate of pay shall be paid after working 40 hours within the designated work week, pursuant to the Fair Labor Standards Act. Hours paid for Memorial Day, only, shall be considered "working hours" for the purpose of calculating overtime pay. An employee may be called back, required to work beyond their normally assigned work hours or called in on a day off to address emergency situations, time sensitive projects, special events or required training. Employees are prohibited from working overtime without the express permission of their direct supervisor.

Section G - Compensatory Time: At the discretion of the employee and upon approval of the direct supervisor, overtime may be compensated by time-off at the time and one-half rate in lieu of overtime pay. If an employee desires to use his/her compensatory time, the employee and the direct supervisor shall agree on the time off prior to using the compensatory time. Accrued compensation time shall rollover year to year.

Section H - On-Call Work: Employees may volunteer to be assigned on a rotating basis, one week at a time, to be on call to address emergency situations. If no one volunteers the District may assign on call responsibilities on a rotating basis. Weekly on-call assignments begin on Tuesdays.

Maintenance and Grounds employees (including the Pool Technician) shall receive one hundred (\$100) dollars of additional compensation for each full week (pro-rated for partial weeks) of on-call work. Additionally, all employees covered by this Agreement shall receive the greater of two (2) hours of pay, or the actual time worked, at the regular rate of pay for every call which requires their physical presence to respond. Alarm calls that can be handled remotely shall receive the greater of one (1) hour of pay, or the actual time worked, at the regular rate of pay. Employees are expected to record the actual time worked when responding to a call. Any excess time paid due to the one (1) or two (2) hour guarantee shall not be considered "hours worked" for the purpose of calculating overtime pay, only actual hours worked will be included in the calculation of any overtime pay.

Section I - Uniforms: Maintenance and Grounds employees shall be provided with five (5) new shirts annually at District expense. If shirt(s) become unfit for District representation before they are scheduled to be replaced, the Employee may request early replacements at District expense. For security purposes, the old and unfit shirts shall be returned to the District at the time of replacement. Employees shall be allowed to wear their own pants/shorts to work. The District shall also provide up to three hundred (\$300) dollars* each fiscal year in reimbursement for the collective pre-tax cost of outerwear, shoes, boots and/or safety glasses with the approval of the Administration. The District shall reimburse the employee within one (1) month after submission of the original itemized receipt attached to an expense report. (*Part-time employees shall be eligible for up to seventy-five (\$75) dollars each year in reimbursements.)

Mechanics: The District shall employ a uniform service that provides mechanic uniforms and maintains laundry services on a weekly basis. The District shall reimburse each mechanic up to three hundred (\$300) dollars each fiscal year for the collective pre-tax cost of outerwear, shoes, boots and/ or safety glasses. The District shall reimburse the employee within one (1) month of the submission of the original itemized receipt attached to an expense report.

Section J - Tools, Equipment and Hardware: The Board shall provide the tools, equipment, and hardware for each employee to perform the essential functions of their job description as determined by the direct supervisor.

ARTICLE VII - HOLIDAYS WITH PAY

Employees shall be granted a day off with pay on each of the following holidays or days observed as such.

- A. Election Day or Casimir Pulaski
- B. New Year's Day
- C. Six (6) Floating Holidays (Friday before Easter, Indigenous People's Day, MLK, President's Day, Day before Thanksgiving and Juneteenth)
- D. Memorial Day
- E. Fourth of July or the day nationally celebrated
- F. Labor Day or the day nationally celebrated
- G. Thanksgiving Day
- H. Day following Thanksgiving
- I. December 24
- J. December 25

ARTICLE VIII - VACATIONS WITH PAY

Employees are responsible to their immediate supervisor for day-to-day activities of employment. All requests for vacation must have the approval of the immediate direct supervisor and the Superintendent or designee.

Requests for vacation shall be approved unless there exists an impairment to the proper operation of the District. In case of conflicts between the requested vacation times by classified staff employees, the date of the request shall be the first tie breaker, with seniority in the District the second consideration. If there remains a tie, then the order of preference shall be determined by lot.

Vacation time credit will be as follows:

- A. An employee employed during July, August or September, will receive five (5) days paid vacation (one hundred percent [100%] of the chart below) after the following July 1st.
- B. An employee employed during October, November or December will receive four (4) days paid vacation (eighty percent [80%] of the chart below) after the following July 1st;
- C. An employee employed during January, February or March will receive three (3) days paid vacation (sixty percent [60%] of the chart below) after the following July 1st; and,
- D. An employee employed during April, May or June will receive no paid vacation until after July 15th of the following calendar year.

The paid vacation for the second year of employment will be prorated in accordance with "A" above, except classified staff employees hired during April, May or June will receive fifty percent (50%) of the chart below.

Annual vacation time is as follows:

Year 1 prorated up to.....	5 days
Year 2 prorated up to.....	10 days
After 2 full years of employment	10 days
After 8 full years of employment	15 days
After 14 full years of employment	20 days

While the days in the chart above are the total earned on an annual basis, actual vacation time shall accrue by fractions on a payroll period basis throughout the period.

Employees taking a vacation in which a holiday falls will be granted an extra day off with pay.

Employees who leave the District prior to July 1st will have their vacation prorated, based on A-D above.

Employees are limited to carrying over five (5) unused vacation days from one fiscal year to the following fiscal year. Any carryover days must be used by the following January 1 or they are forfeited.

ARTICLE IX - LEAVES

Section A - Sick Leave: Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. Sick leave shall also be interpreted to mean birth, adoption, placement for adoption, and the acceptance of a child in need of foster care. Immediate family shall include the employee and the employee's parents, spouse, brothers, sisters, children, grandparents of either the employee or the employee's spouse, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

Except in extenuating circumstances as mutually agreed upon by the Superintendent and Union President, annual sick leave allotment shall not be awarded to an employee who ended the prior school year on a leave of absence until such time as the employee returns to active duty. Any awarding of days in such a circumstance would be non-precedential.

Employees

Each 12-month employee shall receive sick leave days as follows.

<u>YEARS</u>	<u>1-3</u>	<u>4-8</u>	<u>9+</u>
12-month Employees	12*	13*	15* (*prorated for partial years of service)

Unused sick leave may accumulate to a maximum of two hundred forty (240) days.

1. Except when sick leave is used for up to 30 days due to the birth of the employee's child, the Board's designee may require a certificate from a licensed physician or one of the alternatives approved in the Illinois School Code, as a basis of for pay during leave after an absence of three (3) days for personal illness or as the Board's designee may deem necessary in other cases.
2. If sick time is used during the first five (5) days of the school year or on the last five (5) days of the school year a certificate from a doctor or other alternative described above shall be required.
3. The sick leave days accumulated will be reported to Illinois Municipal Retirement Fund upon separation of employment.

Section B - Bereavement Leave: Each employee shall, without deduction in pay, be entitled to up to five (5) days bereavement leave, for each death in the immediate family, which shall be used consecutively or in close proximity once arrangements have been determined following the passing of the qualifying family member. Immediate family shall be same as defined in Article XI, Section 1.A, above. Unused bereavement

leave shall not be cumulative. Each leave for a death outside the immediate family is subject to the discretionary and non-precedential approval of the Superintendent.

Section C - Leaves of Absence: Leaves of absence may be granted by the Board of Education upon ninety (90) days* advance written request of the employee. No employee shall request a leave of absence to seek other employment. Seniority shall be retained during duly authorized leaves of absence, for no more than one (1) year of leave. After one (1) year of leave seniority will stop accruing.

*Where circumstances prevent the employee from submitting the request ninety (90) days in advance, the request must be submitted as soon as possible.

Section D - Benefits under Family and Medical Leave Act (FMLA): The Parties to this Agreement include a mention of the Family and Medical Leave Act as a means of reminding employees of the existence of this statutory benefit. Specifics regarding the benefit are detailed in Board Policy 5.185. This statement shall not serve to incorporate the Family and Medical Leave Act benefits into this Agreement by reference.

Section E - Military Leave: Employees shall be given leave of absence for duty in one of the uniformed services, in accordance with State and Federal law. [Applicable laws: *Uniformed Services Employment and Reemployment Rights Act of 1994*, 38 USC 4301 *et seq*; *School Code*, 105 ILCS 5/10-20.7b, 5/24-13.1; *Municipal Employees Military Active Duty Act*, 50 ILCS 12/1 *et seq.*; and the *Public Employee Armed Services Rights Act*, 5 ILCS 330/1 *et seq.*]

Section F - Union Leave: Leaves of absence without pay may be authorized by the administration, in its sole discretion, for union business, workshops or conferences.

Section G - Personal/Emergency Leave: Every full-time employee shall be granted two (2) days of personal/emergency leave per year.

If, in a given year, an employee uses less than two (2) days of personal/emergency leave, the first such unused day or unused portion(s) thereof shall be cumulative as personal/emergency leave to a maximum of four (4) days; the second such unused day or unused portion(s) thereof shall accumulate as sick leave. That is, if an employee uses exactly two (2) half-days of personal/emergency leave in a given year, zero (0) days would accumulate as personal/emergency leave, and (1) day would accumulate as sick leave, up to the respective contractual maximums. Unused personal/emergency leave beyond four (4) days shall be converted to accumulated sick leave at the end of the school year. Upon retirement, unused personal/emergency leave shall be converted to accumulated sick leave.

Personal/emergency shall be defined as a personal or business situation which cannot be attended to at any other time. The employee shall not be required to state the reason for this personal/emergency leave.

This leave may not be used during the opening or closing days of the school year. In general, this shall be interpreted to mean the first and last two (2) weeks of the school year. Exceptions shall be made only under extreme circumstances, such as a mandatory court appearance, tornado or flood damage to a home, etc.

Request for this leave shall be made at least two (2) days in advance, unless circumstances make this time limitation impossible. In such cases, the request must be made at the earliest possible date or time. Lack of pre-notification when it could have been made may void the use of personal/emergency leave.

Personal/emergency leave may not be used as an addition to sick leave or for purposes of recreation or vacation.

Personal/emergency leave may not be used prior to or following a school holiday unless, in the judgment of the Superintendent, or designee, special circumstances make its use legitimate and/or unavoidable.

Section H - Jury Duty: District employees who serve as jurors will not be docked or lose pay for said services. Employees, however, must remit to the District any and all pay received for jury duty (excluding mileage allowance). The principle behind this policy is that employees should not lose pay for jury duty, but neither should they increase or supplement their pay as a result of jury duty service.

Section I - Benefits Under Leaves of Absence Not Covered by FMLA: The employee shall be given an opportunity to continue insurance coverage in the District's insurance program with approval of the insurance carrier, during a Board-approved leave of absence but shall be required to pay all premiums connected with this coverage. All premiums must be paid one (1) month in advance of the month due.

ARTICLE X – GRIEVANCE PROCEDURE

A. Purpose

The primary purpose of this procedure is to secure at the lowest level possible equitable solution to the problems of the parties.

B. Definitions and General Terms

1. A grievance is defined to be a complaint by any employee or the Union that there has been a violation, misinterpretation, or misapplication of this Agreement.
2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without the intervention of the Union provided the adjustment is not inconsistent with the terms of this Agreement and that the Union has been given an opportunity to be present at such adjustment. Any final disposition of a grievance determined by the Union to be in conflict with this Agreement shall be grievable by the Union.
3. The parties shall make a sincere and determined effort to settle meritorious grievances in the steps of the grievance procedure and to keep the procedure free of unmeritorious grievances.
4. No reprisals of any kind shall be taken by the Board or the Administration against any employee because of his/her participation in any of these grievance procedures.
5. The failure of an employee or the Union to act on any grievance within the prescribed time limits shall act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits may be extended by mutual written agreement.
6. If any organization is to represent an employee, that organization shall be the Union or its representative.
7. Hearings and conferences under the procedure shall be conducted at a time and place which shall afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and shall be held, insofar as possible after regular school hours, or during non-work time of personnel involved. When such hearings and conferences are held with the approval of the Superintendent or designee during school hours, all employees whose presence is required shall be excused, with pay, for that purpose.
8. As used in this Article, "days" shall mean employee employment days, except during the summer recess when it shall mean days on which the District Business Office is open.

9. The Board acknowledges the right of the Union's grievance representative to participate in the processing of a grievance at any level. It is further understood that no employee shall be required to discuss any grievance if the Union representative is not given a reasonable opportunity to be present.
10. The Administration and the Union shall cooperate in the investigation of any grievance.
11. A grievance may be withdrawn at any level without establishing precedent, and if withdrawn shall be deemed as though never having been filed.
12. Investigation or processing of any grievance shall be carried out in the most expedient manner; however, such work shall not interfere with any teachers' normal duties, unless prior permission is obtained from the Superintendent for release from classroom duty for such activity.

C. Procedure

An employee with a grievance shall first discuss the alleged complaint with the immediate supervisor, normally the building principal or designee, with the objective of resolving the matter informally.

Step #1. If the grievance has not been settled, the grievant shall submit the matter in writing to the immediate supervisor within twenty (20) days from the alleged occurrence or when the grievant might have reasonable knowledge of the incident. The parties shall meet within five (5) days and make a reasonable attempt to settle the grievance. The immediate supervisor shall file a written decision with the grievant and the Union within ten (10) days of the Step #1 meeting.

Step #2. If the grievance is not resolved in Step #1, the grievant may submit the matter in writing to the Superintendent within ten (10) days of the receipt of the Step #1 written decision. The parties shall meet within five (5) days and make a reasonable attempt to settle the grievance. The Superintendent shall file a written decision with the grievant and the Union within ten (10) days of the Step #2 meeting.

Step #3. If the grievance is not resolved in Step #1, the Union may submit the grievance to binding arbitration. A Demand for Arbitration shall be filed with the Board within twenty (20) days of the receipt of the decision in the preceding step. The parties shall mutually agree to a third party who shall act as the administrator of the proceedings. If the parties cannot agree, the matter shall be referred to the American Arbitration Association for the selection of an arbitrator in accordance with its practice. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the arbitration proceedings shall be borne jointly by the parties. The arbitrator, in his/her decision, shall not suggest amending, modifying, nullifying, ignoring, or adding to the provisions of this Agreement. His/her authority shall be strictly limited to the issue or issues presented in writing by the

Board and the Union and the decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of this Agreement. Upon mutual agreement of the parties, an alternate method of selecting an arbitrator may be used.

At any time subsequent to the filing of the initial grievance and prior to the submission of the grievance to binding arbitration, either the Union or the Board (but not any individual grievant) may unilaterally request that timelines be frozen, provided the maximum amount of time such may be frozen by any one party in the processing of any single grievance shall be thirty (30) calendar days.

The parties may mutually agree to skip Step #1 or Step #2 of the grievance procedure.

ARTICLE XI - INSURANCE AND RETIREMENT

Section A - Medical Insurance:

Effective July 1, 2011, eligible participants in the PPO health plan shall be provided coverage as required under the Federal Health Care Reform Act. The plan document shall be amended consistent with provisions under the Federal Health Care Act.

Maintenance prescription drugs shall be limited to a thirty (30) day supply if obtained from an approved drug retailer. There shall be no such limitation for maintenance prescription drugs obtained the mail order option provided by the Prescription Drug carrier.

Cadillac Tax Reopener

If during the term of the Collective Bargaining Agreement, the Board would incur a penalty under the "Cadillac Tax" provision of the Affordable Care Act (ACA), the Board and the Union agree to bargain over the penalty to find a mutually agreeable manner in which to avoid said penalty.

Medical Insurance Benefits

Each employee who regularly works eighteen and three-fourths (18.75) or more hours per week shall be eligible to enroll in the District's PPO Plan for him or herself and his or her eligible dependents.

The Board shall pay the premium for the single coverage health PPO plan. The Board shall pay an additional amount equal to 10% of the difference in the premium between single coverage and family coverage if elected by the employee (i.e., If the monthly premium for single coverage was \$1,000 and the monthly premium for family coverage was \$2,000, the Board would pay $(\$2,000 - \$1,000) \times .10 = \$100$ per month toward the family premium and \$1,000 per month toward the single premium).

Any classified staff employee regularly assigned less than an average eighteen and three-fourths (18.75) hours per week shall not be eligible for the health and medical insurance program.

The parties agree to continue the IRS Section 125 Flexible Benefit Plan established and implemented by the Board on January 1, 1991. Any administrative costs related thereto shall be borne by the Board and likewise any forfeiture of flexible spending account monies shall revert to the Board. The Board shall offer a Dental Option, selected by the Union, as part of the Flexible Benefit Plan.

Section B - Life Insurance: All employees regularly assigned at least eighteen and three-fourths (18.75) hours per week, shall be provided a life insurance program in the amount of forty thousand dollars (\$40,000) life insurance policy with the premium paid in full by the Board of Education.

Any employee regularly assigned less than eighteen and three-fourths (18.75) hours per week shall not be eligible for the life insurance program.

Age proration insurance provisions will apply in accordance with policy language for all employees.

Section C - Insurance Committee: The Union shall have the right to appoint one member representative to an existing joint insurance committee of teachers and administrators. This committee shall investigate insurance coverage options, insurance carriers, and in general monitor the existing insurance programs. Any recommendations of this committee shall be reduced to writing and submitted to the Board. The Board shall retain sole discretion for decisions affecting the insurance program, except that the Board shall not unilaterally reduce insurance coverage without the express written consent of the Union except as required by the Federal Health Care Reform Act.

Section D - District Retirement Incentive: Employees eligible for retirement under the provisions of the Illinois Municipal Retirement Fund, who have a minimum of ten (10) years of service in the district, and who provide the District with an irrevocable letter of resignation at least two months prior to the anticipated retirement date, but no later than February 1, of a given school year, and resign by June 30, of the same year, shall receive a retirement severance of as stated in the Miscellaneous Stipend Schedule Retirement-Classified in their final paycheck or paychecks provided the payments do not cause the District to incur a financial penalty for exceeding the IMRF limitation. In the event that the employee's retirement severance would cause the District to incur a financial penalty because his/her last twelve-months' earnings exceed his/her immediately preceding twelve-months' earnings by the greater of six percent (6%) or one and one-half (1.5) times the increase in the Consumer Price Index-Urban (as of the previous September), the employee may submit the irrevocable letter of resignation a year early and have the severance divided between the two (2) years preceding retirement. Any dollar amount in excess of the limitation which would cause a penalty to the District, regardless of the year in which the irrevocable letter is submitted, shall be paid in a lump sum to the employee in a post-retirement severance payment paid on the first regular pay date following the sixty (60) day hiatus after her/his last day of employment. The District will attempt to distribute the creditable earnings in a manner that maximizes the allowable creditable earnings for the employee.

Employees who are within four (4) years of retirement eligibility shall be limited to no more than a six percent (6%) increase for IMRF penalty purposes unless the earnings are exempt from the limitation formula. If during these four (4) years the employee's annual wage increase exceeds six percent (6%), the earnings beyond six percent (6%) will be accumulated and paid as a post-retirement severance.

ARTICLE XII - EVALUATIONS AND JOB DESCRIPTIONS

Section A - Evaluations: The District shall formally evaluate employees at least once every two years. The employee and his/her director/supervisor will meet to discuss the evaluation. The employee, director/supervisor shall date and sign the evaluation. The employee's signature shall not mean he/she agrees with the evaluation, only that he/she has received a copy of the evaluation. Suggestions for improvement shall be shared with the employee at the time of the evaluation. The employee shall be able to submit a response to the evaluation.

Section B - Job Descriptions: Employees shall have access to their current job description if requested. The Union President shall be made aware of any changes to job descriptions covered under this Agreement before implementation.

ARTICLE XIII - DISCIPLINARY ACTION

Section A - Notice and Right to Union Representation: An employee shall have a right to have a Union representative present at any disciplinary conference with his/her supervisor(s) and shall be informed prior to commencement of the conference of such right.

Section B - Documentation: Any document generated as a result of discipline shall be shown to the employee, signed and initialed by the employee and the supervisor prior to insertion in the file. The initials of the employee do not mean that the employee agrees with the document. The initials only mean that the employee saw the document prior to its placement in the personnel file.

ARTICLE XIV - SALARY INCREASES AND STARTING WAGES

Retroactive to July 1, 2023

Starting Rate 2023-2024:	Maintenance/Grounds and Pool: \$20 per hour
	Mechanic: \$21 per hour
2024-2025	Maintenance/Grounds and Pool: \$21.15 per hour
	Mechanic: \$22.15 per hour
2025-2026	Maintenance/Grounds and Pool: \$21.85 per hour
	Mechanic: \$22.85 per hour
2026-2027	Maintenance/Grounds and Pool: \$22.55 per hour
	Mechanic: \$23.55 per hour
2027-2028	Maintenance/Grounds and Pool: \$23.25 per hour
	Mechanic: \$24.25 per hour

The District reserves the right to increase the starting rate for a new hire if the District determines the new hire’s skills, training, license(s) or experience warrant additional compensation. At no time shall a new employee earn more per hour than an existing employee with equivalent experience.

Annual increases to the base salary of each employee in the unit shall be as outlined below and will be effective at the beginning of each fiscal year.

2023-2024	5.0%
2024-2025	\$1.00/hour
2025-2026	5.0%
2026-2027	\$1.00/hour
2027-2028	5.0%

Each “Lead” shall be compensated at the rate of \$3.00 per hour added to their base rate of pay inclusive of the annual salary increase.

A current Illinois state licensed plumber shall be compensated at the rate of \$5.00 per hour added to their base rate of a pay inclusive of the annual salary increase.

NEW In addition to the above salary increases, employees shall receive market adjustments to their hourly wage rates as follows for 2023-2024:

<u>Hourly Rate Range</u>	<u>Market Adjustment</u>
\$18.01 - \$20.00	\$0.70 per hour
\$20.01+	\$0.50 per hour

(The market adjustment shall be applied prior to the percentage increase agreed to for the 2023-2024 work year)

ARTICLE XV - LABOR/MANAGEMENT TEAM

A Labor/Management team will be formed to collaboratively address all appropriate concerns as they arise during the school year. The Labor/Management team will include 2 members from the Union and 2 members from the Administration. With the permission of the other, either the Union or the Administration may invite (an) additional attendee(s) to a particular meeting. The Labor/Management Team will jointly decide the meeting dates and shall meet and confer at least quarterly unless both parties mutually agree that it is unnecessary to meet during a particular quarter.

ARTICLE XVI - CONTINUITY OF OPERATIONS

Section A - No Strike: During the term of this Agreement and any written mutual agreement for the specific extension thereof, no employee covered by this Agreement nor the Union nor any person acting on behalf of the Union shall engage in a strike or concerted slowdown designed to disrupt the operation of the District or otherwise refuse to render complete and full services to the Board. The Union will not impose any duty or obligation upon any employee to conduct, assist or participate in the aforementioned activities.

ARTICLE XVII - EFFECT OF AGREEMENT AND DURATION

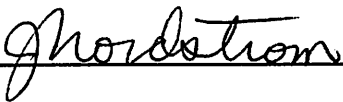
Section A - Complete Understanding: The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions of this Agreement may be modified by alteration, change, addition, or deletion only through the voluntary mutual consent of the parties in written amendment executed in accordance with the provisions of the Agreement.

Section B - Savings: Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, or shall be contrary to prevailing law, then said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section, or clause.

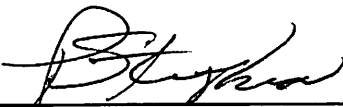
Section C - Duration: This Agreement shall take effect on November 28, 2023, and shall continue in full force and effect through June 30, 2028.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their Presidents and attested by their Secretaries on this 28th day of November, 2023.

**THE BOARD OF EDUCATION OF
ZION-BENTON TOWNSHIP HIGH
SCHOOL DISTRICT NO. 126, LAKE
COUNTY, ILLINOIS**


President

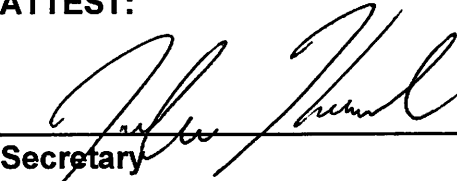
ATTEST:


Secretary

**ZION-BENTON PROFESSIONAL
TRADES UNION, LAKE COUNTY
FEDERATION OF TEACHERS, LOCAL
504, IFT-AFT/AFL-CIO**


President

ATTEST:


Secretary

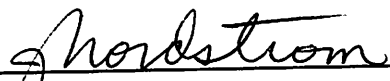
**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE BOARD OF EDUCATION OF ZION-BENTON HIGH SCHOOL DISTRICT NO. 126, LAKE
COUNTY, ILLINOIS
AND
THE ZION-BENTON PROFESSIONAL TRADES UNION, LAKE COUNTY FEDERATION OF
TEACHERS, LOCAL 504, IFT-AFT/AFL-CIO**

RE: GRANDFATHERED THIRD PARTY PROVIDERS

The Board and the Union acknowledge and agree that, at the time this bargaining unit was formed, the District had a long established practice of using outside "providers" to supplement its own Grounds/Maintenance and Transportation Departments. Outside providers include, but are not limited to mechanics, painters, movers, plumbers, electricians, carpenters, HVAC repair persons and other skilled craftsman. It is understood that this practice will continue into the future.

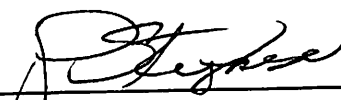
IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be signed by their Presidents and attested by their Secretaries on this 28th day of November, 2023.

**THE BOARD OF EDUCATION OF
ZION-BENTON TOWNSHIP HIGH
SCHOOL DISTRICT NO. 126, LAKE
COUNTY, ILLINOIS**



President

ATTEST:



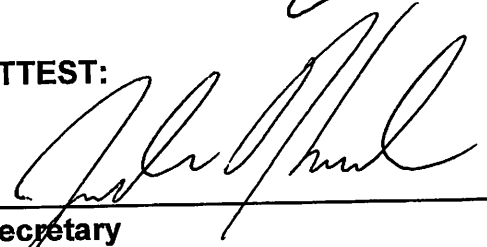
Secretary

**ZION-BENTON PROFESSIONAL
TRADES UNION, LAKE COUNTY
FEDERATION OF TEACHERS, LOCAL
504, IFT-AFT/AFL-CIO**



President

ATTEST:



Secretary

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE BOARD OF EDUCATION OF ZION-BENTON HIGH SCHOOL DISTRICT NO. 126, LAKE
COUNTY, ILLINOIS
AND
THE ZION-BENTON PROFESSIONAL TRADES UNION, LAKE COUNTY FEDERATION OF
TEACHERS, LOCAL 504, IFT-AFT/AFL-CIO**

RE: RETROACTIVE BACK PAY AND ONE-TIME ON CALL STIPEND PAYMENT

The Board and the Union are Parties to an initial Collective Bargaining Agreement, which commences on November 28, 2023, and continues through June 30, 2028. Under the terms of the agreement reached with the Union, all employees covered under the Agreement will receive retroactive back pay from July 1, 2023, which is the date the employees would have typically received an annual wage increase, but for the ongoing negotiations. Additionally, the Parties reached agreement concerning compensation for on-call and call-back time. Rather than issue retroactive back pay for on-call and call-back time, each employee covered by the Agreement will receive a one-time stipend payment in the amount of two hundred fifty (\$250.00) dollars. The retroactive back pay and one-time stipend will be subject to taxes and any other withholdings required by law or authorized by the employee. The retroactive back pay and one-time stipend will be issued on the District's December 22, 2023, payroll. All other terms of the Collective Bargaining take effect on November 28, 2023.

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be signed by their Presidents and attested by their Secretaries on this 28th day of November, 2023.

**THE BOARD OF EDUCATION OF
ZION-BENTON TOWNSHIP HIGH
SCHOOL DISTRICT NO. 126, LAKE
COUNTY, ILLINOIS**



President

ATTEST:



Secretary

**ZION-BENTON PROFESSIONAL
TRADES UNION, LAKE COUNTY
FEDERATION OF TEACHERS, LOCAL
504, IFT-AFT/AFL-CIO**



President

ATTEST:



Secretary