

LABOR AGREEMENT

BLOOM TOWNSHIP HIGH SCHOOL DISTRICT 206

CHICAGO HEIGHTS, IL 60411

AND

LOCAL NO. 73

SERVICE EMPLOYEES INTERNATIONAL UNION

CTW

FOR

CAFETERIA EMPLOYEES

2008-2009

2009-2010

2010-2011

2011-2012

2012-2013

LABOR AGREEMENT FOR CAFETERIA EMPLOYEES

TABLE OF CONTENTS

	<u>PAGE</u>
PREAMBLE	1
WITNESSETH	1
ARTICLE I	1
Recognition	1
ARTICLE II	2
Management Rights	2
ARTICLE III	3
Hours of Work	3 - 4
ARTICLE IV	4
Seniority	4
ARTICLE V	5
Overtime	5
ARTICLE VI	5
Holidays With Pay	5
ARTICLE VII	6
No Strike Pledge and Union Security	6
ARTICLE VIII	6
Salary Computation and Longevity	6 - 7
ARTICLE IX	7
Grievance Procedure	7 - 9
ARTICLE X	11
The Responsibility of a School Employee	11
ARTICLE XI	11
Insurance	11
ARTICLE XII	11
Sick and Personal Leave	11 - 12

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE XIII	12
Pension or Retirement Fund	12
ARTICLE XIV	12
Union Meetings	12
ARTICLE XV	13
Uniforms and Medical Exams	13
ARTICLE XVI	13
Miscellaneous	13 - 14
ARTICLE XVII	14
Workload Capacity	14
ARTICLE XVIII	16
Term of Agreement	16
ADDENDUM	17
Procedures for Job Related Injuries	17
ADDENDUM	17
COPE	17

Preamble

This Agreement is adopted as part of the Rules and Regulations of the Board of Education, School District No. 206, Chicago Heights, Illinois. This working agreement made and entered into this 8th day of December, 2008 by and between said Board of Education (hereinafter referred to as the “Employer”) and the Service Employees International Union, CTW, Local #73 (hereinafter referred to as the “Union”).

Witnesseth

Whereas, it is the desire of both parties to this Agreement to avoid disputes and realizing that they have a common interest in the general welfare of the young men and young women of the public school system, and

Whereas, they desire to bargain collectively with regard to wages, hours, benefits and working conditions of the employees covered by this Agreement,

Therefore, the parties stipulate and agree as follows: It being specifically understood and agreed that all provisions herein are subject to the School Code of the State of Illinois and any existing law or future law of the State or Federal Government as they affect the operation of the School District by the Employer. If any section or subsection of this Agreement shall be declared invalid by any court of competent jurisdiction or shall become inoperative because of any Federal or State Law, the remaining portions of this Agreement shall continue in full force until the prescribed termination date.

Article I Recognition

- 1.1 The Employer hereby recognizes the Union as the exclusive representatives of all cafeteria employees for the purpose of bargaining on behalf of said employees for rates of pay, wages, hours of employment, benefits, and working conditions. Excluded from this recognition are supervisory and probationary employees.
- 1.2 The employees represented by the Union and covered by this Agreement sometimes hereinafter referred to as the “employees” or as the “employee”.
- 1.3 A copy of this Agreement shall be given to all employees covered by this Agreement and is to be so furnished by the Employer and this Union.
- 1.4 If the assistance of a mediator is requested by either party in the negotiations for a successor agreement, both parties agree to utilize the services of the Federal Mediation and Conciliation Service (FMCS).

Article II Management Rights

- 2.1 The Union recognizes that the management of the property and buildings of School District 206 and the direction of the working forces are vested exclusively in the Employer.
- 2.2 All applicants for employment shall fill out an application blank. References are required and will be contacted. Previous employment records will be checked. The Board of Education employs all personnel of School District 206.
- 2.3 The line of supervision and administrative organization is as follows:
 - A. The Board of Education is the elected body in which final authority of School District No. 206, Cook and Will Counties, Illinois is vested.
 - B. The Superintendent of the school is the Chief Administrative Officer.
 - C. The Assistant Superintendent-Business Affairs has certain delegated responsibility and authority along with the Cafeteria Manager who has the delegated responsibility and authority for immediate supervision of all cafeteria personnel.
 - D. The cafeteria employees of the School District are to assume that any exercise of authority by the Assistant Superintendent of Business Affairs, and/or the Director of Food Service has been properly delegated to them.
- 2.4 General statement of policy for cafeteria employees:
 - A. Since educational processes are carried on in the building and on the school premises, the work of the cafeteria employees is helping to provide wholesome and attractive food, which is very important in achieving the educational goals of the school district.
 - B. Each cafeteria employee has the responsibility not only to perform the duties assigned to him or her in such a manner that the school lunches may contribute most to the community, but also to be alert to better ways of performing tasks and improving services to the school.
 - C. Disciplinary actions should be for proper cause and should be timely and progressive where possible and, except for gross misconduct, may be according to the following steps to be determined by the Superintendent depending on the circumstances of each case.
 - 1. Verbal warning
 - 2. Written warning
 - 3. Three day suspension
 - 4. Two weeks suspension
 - 5. Termination

Article III Hours of Work

- 3.1 The workweek is five (5) consecutive days, Monday through Friday, not less than five (5) hours per day. Overtime will be paid if an employee works more than eight (8) hours per day or forty (40) hours per week.
- 3.2 For each four (4) hours of work or portion thereof, employees shall be permitted a fifteen (15) minute rest period, not to exceed two rest periods per eight hours of work.
- 3.3 Cafeteria employees may be assigned on a rotation basis, according to seniority, to be on duty evenings for affairs by the school, or when any building is rented, or used for other purposes. This work shall not be mandatory, but if refused, shall be counted in the rotation of overtime as if it has been worked. This shall not apply where special skills are required.
- 3.4 All non-supervisory jobs will be posted at the beginning of each year and assignments made on the basis of skills, request and seniority.
- 3.5 Any employee working out of classification for over one half of his/her normal hours shall receive either his or her regular rate of pay or the rate of pay for the classification in which they are working.
- 3.6 The Union will cooperate with the Employer in efforts to reduce excessive absenteeism.
- 3.7 When called in to work on an unscheduled day, a minimum of 4 hours of work is guaranteed.
- 3.8 On days when school is closed due to weather or emergency situations, employees who arrive to work will get the 4 hour minimum per contract and will be allowed to use sick or personal days to receive a full day's pay. Employees who do not arrive to work will have the option of using a sick or personal day.
- 3.9 Time clock rules (Guidelines):
 1. The employee will punch in at the start of the work day.
 2. The employee will punch in no more than five (5) minutes prior to the start of the work day.
 3. If an employee punches in more than seven (7) minutes late, then fifteen (15) minutes will be deducted from his or her time.
 4. The employee will punch in and out for breaks.
 5. The employee will punch out at the completion of the work day.
 6. The employee will punch his or her own time card.

7. If an employee fails to punch his or her card, a supervisor's initials will be required on the time card.
8. An employee may be subject to disciplinary action if he or she repeatedly fails to punch the time card or fails to abide by the time clock rules.

Article IV Seniority

- 4.1 Seniority for all full-time, part-time and temporary employees shall be considered to begin with the first day of employment on the job. After 45 consecutive calendar days of employment, any temporary employee shall receive the same wages and fringe benefits as permanent employees. Temporary employees, after 45 consecutive calendar days of employment, shall be eligible for Union membership.
- 4.2 When vacancies occur or new positions are created, they shall be posted, so that all employees may know of the opening, for five (5) days. The School District may temporarily fill the job during the time employees are bidding on the job. A permanent employee shall be selected to fill the job within five (5) days of the end of the posting period, unless it can be shown that no qualified applicant is available.
- 4.3 The successful bidder shall be given training period for forty-five (45) days. If unable to qualify within that time, the employee shall be returned to his or her former job.
- 4.4 In cases where vacancies occur or are contemplated, a written notice of such vacancy shall be posted on the bulletin board by the cafeteria manager at least five (5) days before the vacancy is to be permanently filled whenever practicable, but in no event less than three (3) days. An application to fill said vacancy should be made in writing to the Human Resource Office.
 - A. Applications to fill said vacancy shall be made in writing.
 - B. The Board of Education shall fill such vacancies as may exist on the basis of consideration of all factors involved in the character of the job to be filled and of all qualifications of the applicant for such job.
- 4.5 Layoffs shall be by seniority, with the least senior employee being laid off first, then the next least senior employee and so forth in seniority order within classification group.
- 4.6 Recall from layoffs shall be seniority, with the most senior laid off employee being recalled first, then the next most senior laid off employee, and so forth in the seniority order.
- 4.7 Temporary employees shall have first opportunity to bid on job openings.
- 4.8 Floater should have first choice of jobs over temporary help.

Article V Overtime

- 5.1 Overtime pay shall be as follows:
- A. Time and one-half for Saturday and/or Sunday work.
 - B. Double time for work on holidays in addition to regular pay.
 - C. Overtime shall be considered work in excess of an eight- (8) hour workday.
- 5.2 There will be no pyramiding of overtime; both daily and weekly overtime shall not be paid on the same hours worked.
- 5.3 Paid holidays constitute a part of the required hours of work and shall be counted as hours worked in computing the basic week. Excused absences with pay will be counted in computing the basic week.
- 5.4 The district will pay overtime in accordance with FLSA.

Article VI Holidays with Pay

- 6.1 The following Holidays shall be observed without loss of pay for all employees covered by this Agreement.

Labor Day	Martin Luther King's Birthday
Columbus Day	Lincoln's Birthday
Veterans Day	Casmir Pulaski's Day
Thanksgiving Day	Floating holiday
Friday after Thanksgiving	Easter Monday
Christmas Day	Memorial Day
New Year's Day	

- 6.2 When any of the above Holidays falls on a Saturday or Sunday, the preceding Friday or the following Monday will be observed as a holiday unless school is in session.
- 6.3 Employees will not be paid for any holiday listed above unless they are at work on the working day before and after said holidays.

Article VII

No Strike Pledge and Union Security

- 7.1 During the term of this Agreement, the Union or individual union members will not conduct any work stoppage or concerted action of strike, slowdown, mass sick call, informational picketing, or impose a duty of obligation upon any member to conduct, assist or participate in a strike. The Employer agrees not to lock out any portion of its employees during the term of this Agreement.
- 7.2 The Employer agrees that it will not discriminate against any employee because of his affiliation with the Union and/or because of legitimate union activity, nor will the Employer discourage any employee from joining the Union. The Employer further agrees to inform all present employees and all new employees, hired after the signing of this Agreement, that Local #73, Service Employees International Union, CTW is the exclusive representative of all employees in the unit and that all matters of grievance and other conditions of employment must be handled through the regular procedure set forth in this Agreement.
- 7.3 Membership Dues – Fair Share
- A. All employees covered by this Agreement who are members of the Union shall be required to pay Union dues and an initiation fee, if assessed.
 - B. All other present employees covered by this Agreement must join the union as a condition of employment, or must pay their fair share (not to exceed the amount of Union dues uniformly required of members) of the cost of negotiating and administering the provisions of the Agreement.
 - C. All employees hired on or after the effective date of this Agreement must either join the Union or pay their fair share of the cost of negotiation and administering the provisions of this Agreement on the 31st day of their employment.

Dues Deduction

The District shall deduct, from the wages of any and all employees who so authorize such deductions in writing on a form to be agreed upon, the initiation fees and/or regular monthly dues and/or financial obligations required under this Article. The deduction shall begin with the first pay period that commences after the authorization form is received. The Union shall notify the District by certified mail of the amount of the initiation fees and uniform dues and/or financial obligations to be deducted. Authorizations for such deduction shall be irrevocable except by written notice to the District and the Union during the fifteen (15) day period prior to the anniversary date of this Agreement. The District will not similarly deduct dues of another labor organization from the wages of employees covered by this Agreement.

7.4 Check-off of Union Dues: The Employer agrees to deduct the regular monthly dues and initiation fees as certified to the School District No. 206 by the Secretary-Treasurer of Local #73, Service Employees International Union, CTW. Said monies will be deducted from the wages of employees who have signed a proper authorization on forms provided by the Union. Such monies will be remitted promptly to the Union's business office.

Article VIII

Salary Computation and Longevity

8.1 All salaries are subject to withholdings as provided by law plus other deductions requested by the employee and approved by the Board of Education.

8.2 Wage Schedule

	<u>08-09</u>	<u>09-10</u>	<u>10-11</u>
Cook	\$13.85	\$14.40	\$14.90
Salad	13.01	13.53	14.00
General/Laborer	12.82	13.34	13.80

8.3 Longevity will be paid on the payday prior to Christmas as follows after completion of:

5 years	\$100.00
10 years	\$150.00
15 years	\$400.00
20 years	\$450.00
30 years	\$500.00

8.4 Longevity pay to be paid by separate check.

8.5 The parties agree to reopen this Agreement in April of 2011 solely for the purposes of negotiating salary for the 2011-2012, and 2012-2013 fiscal years. All other provisions of this Agreement shall remain in effect until the expiration of this Agreement as stated in Article XVIII.

Article IX

Grievance Procedure

9.1 For the purpose of this Agreement, a grievance is defined as an allegation that the Administration has violated or is violating the express provisions of this Agreement. Employees may initiate grievances only in the following manner.

- Step 1.** An effort shall be made to resolve the grievance through informal discussion with the appropriate supervisor. If still unresolved, the grievance may be filed in writing with the appropriate supervisor, provided such shall be filed no later than five (5) days following the event or action giving rise to the grievance. If requested by the appropriate supervisor, the grievant shall meet to discuss the grievance. A written answer to the grievance shall be given to the grievant no later than seven (7) days following the meeting or the submission of the grievance, whichever shall be the later.
- Step 2.** If the grievance is not settled satisfactorily as provided in Step 1, specific nature of the grievance shall be referred in writing to the appropriate supervisor, or designee, within five (5) days after the appropriate supervisor's answer in Step 1. The written statement of the grievance shall be signed by the aggrieved employee(s) and shall include a statement of the provision(s) of the Agreement alleged to be involved and of the relief requested. The appropriate supervisor or designee shall schedule a conference with the aggrieved employee and his Union representative within five (5) days of the appeal to Step 2 and shall answer the grievance in writing within five (5) days after the conference.
- Step 3.** If the grievance is not settled in Step 2 and the Union desires to appeal, the Steward shall appeal in writing to the Administration within five (5) days of the date of the Step 2 answer, or designee shall investigate and answer within seven (7) days.
- Step 4.** In the event the determination of the Administration is not satisfactory, the Union may appeal the grievance in writing to the Board within ten (10) days after such determination.
- Step 5.** Arbitration – If the grievance is not settled in Step 4, the Union may appeal the grievance to final and binding arbitration by giving written notice of its desire to arbitrate. The parties shall jointly request an arbitrator by letter to the Federal Mediation and Conciliation Services (FMCS) which shall supply a panel of arbitrators and otherwise serve as the administrator of the proceedings. The Arbitrator's opinion shall be based solely upon his interpretation of the meaning or application of the terms of the Agreement to the facts of the grievance presented. The recommendation and decision of the Arbitrator shall be binding. The expense of the Arbitrator, including his fee, shall be shared equally by the Board and the Union.

As used in this Article, “days” shall mean working days. A grievance must be filed and appealed within the time limits set forth above, or the grievance shall be considered settled on the basis of the last answer given. If a Board representative fails to answer a grievance within the time limits provided at a particular step (unless such limits are extended by agreement in writing), the Union may appeal the grievance to the next step within the time limits for appeal from the particular step.

- 9.2 Each employee shall have access, upon reasonable request thereof, to any records affecting his/her employment, except for confidential recommendations and reports of personnel references.
- 9.3 The union or school district may ask the Illinois Department of Labor for an advisory mediation opinion at the step prior to submission of a grievance to the Board of Education for final review.
- 9.4 The channel of communications to the Board of Education shall always be through the Superintendent. As employees of the Board of Education, cafeteria employees shall be entitled to communicate with the Board at any time either directly by appointment arranged by the Superintendent or indirectly through the Superintendent. Cafeteria employees shall be entitled to such appointments upon request through the Superintendent.
- 9.5 It shall be the responsibility of the cafeteria manager to bring to the attention of any cafeteria employee deficiencies in said employees work program or performance of assigned work and, in writing, make a record of such conference. One copy of said record to be provided to said employee.

Article X

The Responsibility of a School Employee

- 10.1 The Employer and the Union are agreed that the employees covered by this Agreement make an invaluable contribution to the school system. The Employer depends upon the cafeteria to insure the quality of food and health. To this end, exemplary conduct of the employees help make progress possible and the program a success.
- 10.2 Cafeteria employees should:
- A. Carefully follow assigned duties and work schedule.
 - B. Use supplies, property and equipment only for school purposes.
 - C. Regulate personal affairs and finances so as to reflect credit upon the employees and the School District.
 - D. Conduct himself/herself, on and off the job, in a manner that reflects pride in the school district and in co-employees.
 - E. Recognize the job as a truly public service.
 - F. Limit outside work and activities so as not to interfere with the best possible performance on the job.
 - G. Remind him/herself at all times that actions and behavior are influential to growing boys and girls and, therefore, to maintain personal conduct above reproach.
 - H. Maintain personal hygiene along with clean uniforms and aprons.
- 10.3 Absence: Employees may not be absent from duty during hours of employment except with the consent of the cafeteria manager or his/her designee.
- 10.4 When an employee is ill or knows she will be absent, the employee must call her supervisor's office and report the anticipated absence as soon as possible. Failure to do this may result in disciplinary actions. Employees will contact their supervisor at least one hour before the beginning of their shift if they are to be absent.

**Article XI
Insurance**

11.1 Monthly Health Insurance contributions by employees will be as follows:

Blue Cross Blue Shield Select PPO Plan

	<u>08-09</u>	<u>09-10</u>	<u>10-11</u>
Single	\$ 15	\$ 20	\$ 25
Single + 1	\$120	\$125	\$130
Family	\$130	\$135	\$140

Blue Cross Blue Shield PPO Plan

	<u>08-09</u>	<u>09-10</u>	<u>10-11</u>
Single	\$ 75	\$ 85	\$ 95
Single + 1	\$150	\$160	\$170
Family	\$175	\$185	\$195

11.2 Dental insurance (single & family) will be available to employees at the same cost as rates for teachers. No Board expenses.

11.3 Insurance coverage after retirement may be continued under terms of COBRA or Medicare only.

**Article XII
Sick and Personal Leave**

12.1 Sick leave shall be interpreted to mean leave taken for personal illness, quarantine at home, or serious illness or death in the immediate family or household. The Employer may require a physician's certification or, if the treatment is by prayer or spiritual means, certification by a spiritual advisor or practitioner of such person's faith as a basis for pay during leave after an absence of three (3) days for personal illness or as it may be necessary in other cases.

12.2 Ten (10) sick leave days with pay shall be granted to employees each year for personal illness. Sick leave days will be made available to employees at the rate of one (1) day a month up to a total of ten (10) per year cumulative to 140.

12.3 Personal Emergency Leave

Because the Board of Education of District 206 recognizes that occasional emergencies make it advisable to make provisions for members of the bargaining unit through a leave policy, approval for personal emergency leave may be given at the discretion of the immediate supervisor.

Four (4) personal emergency leave days may be granted annually. Unused personal emergency leave days may be added to the cumulative sick leave total for the next year. Personal emergency leave days are provided for business, professional, religious, family or legal obligations the employee cannot meet outside the regular employee day, or in an emergency over which he/she has no control which requires immediate attention. Personal emergency leave days may also be used at Christmas break. Notice of leave shall be given to the immediate supervisor as far in advance as possible.

Approval will not be granted for a personal emergency leave day on a day immediately before or after a holiday, vacation period, institute days, half-day workshop days, or during the first and last week of the school year, except in dire emergencies.

- 12.4 Upon retirement, employees will receive a payment for the employee's unused sick leave days at the rate of \$10.00 per day not to exceed \$1,500.00.
- 12.5 If an employee has an illness or injury which prevents him or her from working, said employee's job shall be held open for a period not to exceed ten (10) months, should the illness or injury be job related, said employee's job will be kept open for 24 months.

Article XIII

Pension or Retirement Fund

- 13.1 All full-time employees are automatically members of the Illinois Municipal Retirement Fund. Monthly contributions are withheld from salaries in a fixed and predetermined amount. Each employee receives notice of any change in deductions at the time the amounts are determined by the Fund. Further information is available at the Business Office as to the exact operation of the Fund.

Article XIV

Union Meetings

- 14.1 Upon authorization by the employer, union meetings may be held on school property but shall not occur more often than bimonthly.

Two (2) meetings of one-half hour from each shift may be held twice a year. Employees are not to work on union affairs during working hours except as specified by these policies, rules and regulations adopted by the Board of Education.

- 14.2 Labor/Management will meet as needed.

Article XV

Uniforms and Medical Exams

- 15.1 Uniform/shoes allowance will be reimbursed up to \$225.00 per school year for the term of contract. Fifty percent of the total amount will be allotted in the beginning of the school year. The remaining 50% will be paid as needed. Employee must show proper receipts for all reimbursed items.
- 15.2 A reimbursement for uniform, shoes and physical exam shall be handed to the employee as soon as is reasonable after all proof of payments from the employees have been collected and submitted to the Food Service Director as near the official school starting day as possible.

Article XVI Miscellaneous

- 16.1 Local #73 will be allowed bulletin board privileges in quarters set aside for employees.
- 16.2 The duly appointed officer of the Union and/or the duly elected Executive Board of the Union may represent the Union in all matters that may arise between the Union and the Administration.
- 16.3 Termination of Employment
 - A. The employment of an employee may be terminated for proper cause upon action of the Board of Education.
 - B. Reasons for termination of employment shall be presented to the Board of Education in writing and a copy of such reasons shall be supplied to the employee concerned.
 - C. Termination of employment after 6 months shall be accompanied by at least two weeks notice except in cases which the Board of Education concludes that continued presence of the employees on the premises will be detrimental to the best interests of the school, in which case employment may be terminated immediately upon notice, along with two weeks pay in lieu thereof; providing, however, that if such employment is terminated by reason of serious misconduct, intoxication or any offense that will bring discredit upon the school, no severance pay shall be granted.
 - D. All cases of discharge of employees shall be subject to the grievance procedure. However, all decisions of the Board of Education with respect to discharge will be final.

- 16.4 A record of accumulated sick days and vacation days will be submitted to each employee on or about July 1st of each year.
- 16.5 Paychecks will be issued to the employee before noon of payday.
- 16.6 In cases where a reduction in hours of a job is contemplated, the job with the reduced number of hours will be posted, as outlined in Article IV, Section 4.4.
- 16.7 A written description of each job will be developed and made available to employees upon request.
- 16.8 Bumping will not be permitted.

Article XVII
Workload Capacity

- 17.1 It shall be the policy of the Board not to schedule a workload beyond the capacity of each individual employee. Increased workloads, which affect the physical and/or mental capacity of an employee, may be adjusted by appeal through the Grievance Procedure.
- 17.2 One-half day (4 hours) of work will be provided both before and after the school year for purpose of clean up and preparation.

Article XVIII
Term of Agreement

This working agreement shall be in force and effect from July 1, 2008 to June 30, 2013 and shall be automatically extended from year to year unless either the employer or the Union shall give notice in writing to the other party of its intention to terminate, amend, alter, revise, or re-negotiate, any time between January 1, 2013 and April, 2013. The parties shall meet and negotiations begin within ten (10) days after receipt of such notice, unless delayed by mutual agreement.

The Board shall not contract out any of the work currently or historically being performed by bargaining unit members during the term of this Agreement.

In witness whereof, the parties hereto have duly executed this agreement this 8th day of December, 2008.

Bloom Township High School
District 206
Chicago Heights, IL

Service Employees International Union
Local #73
Chicago, IL

Addendum

Procedures For Job Related Injuries

Employees *injured* on the job have an obligation to file an injury report (Form 45) as soon as possible. If the employee cannot work, the employee will receive a paycheck for up to thirty (30) calendar days and must sign over workers' compensation checks to the district. At the end of the thirty (30) days, the employee has the option of:

1. Receiving the normal paycheck and using 1/3 of a sick day, or personal day.
2. Accepting the workers' compensation check only.

In cases where there are no sick or personal days, only option 2 is available.

Benefits will continue, but in cases where the employee has no paycheck for the employer to deduct the employee's share of the benefit cost, the employee has an obligation to write a check to District 206 for the employee's share. If no check is received within thirty (30) days of the due date of the normal deduction (pay day), the employer has a right to terminate the benefit (with a five (5) day notice), but is still due the back premiums from the employee.

After six (6) months off the job due to work related injury, the employee will meet with a designee of the employer to discuss temporary/permanent disability benefits with IMRF, and the various options.

If anytime before or after the six (6) month period, the employer and employee both feel there is no way the employee can ever return to work, the employer can replace the employee, although the employee can still receive workers' compensation as enumerated above.

In cases where the workers' compensation carrier has denied the claim, the employee will forfeit all sick/personal and vacation time to compensate the district. In cases where the employee does not have enough leave time to compensate the district for pay received, the employee *must* pay back the wages, make payment arrangements acceptable to the Board of Education, or face termination.

If anytime after the carrier denies a claim and the employee *receives restrictions* from a doctor, the employer will treat the employee as having a *non-work related illness or injury*. There is no obligation on the employer's part to provide light duty.

Addendum

COPE

The Union has established a political action committee which is called SEIU COPE. Union members may contribute voluntarily to this committee to support the political activities of the Union.

The Employer agrees to deduct the contribution amount established by the committee per pay period from the wage of employees who voluntarily authorize in writing such deductions. Such amounts shall be forwarded thirty (30) days after the close of the pay period for which the deductions are made or as soon as practicable for the District to do so.