

Agreement between

**THE BOARD OF EDUCATION**

of

**HOMEWOOD-FLOSSMOOR HIGH SCHOOL  
DISTRICT 233**

and the

**HOMEWOOD-FLOSSMOOR MAINTENANCE  
ASSOCIATION**

July 1, 2020, to June 30, 2023



## PREAMBLE

The Board of Education of District No. 233 and the Homewood-Flossmoor Maintenance Association believe that they have a mutual responsibility and have a common interest in promoting the educational program and the general welfare of this school district. With this in mind, this Agreement is made to promote understanding, cooperation, and communication.

## ARTICLE I

### Recognition

The Employer, for the life of this Agreement, hereby recognizes the Homewood-Flossmoor Maintenance Association as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and benefits for maintenance employees of this School District.

## ARTICLE II

### Management Rights of District 233

The Board of Education of District 233 retains exclusively to itself the right to manage and to direct its employees, including, but not limited to, the following: to direct, plan and control operations; to change existing methods, equipment and facilities and/or to introduce new and improved ones; to terminate, in whole or in part, operations; to determine what services shall be performed by the employee; to establish and change hours of work; to select, hire and transfer employees; to assign them to work as needed; to evaluate, promote, demote, suspend, discipline and discharge employees; to lay off and to relieve employees from duty; to make and enforce reasonable rules not inconsistent with the provisions of these rules.

## ARTICLE III

### No-Strike Pledge

During the term of this Agreement, all differences and disputes shall be resolved by the Appeal Process contained herein and there shall be no strikes, work stoppages, slowdowns, mass sick call, or informational picketing.

## ARTICLE IV

### Conditions of Employment

#### 1. Pre-Employment Requirement

All employees must pass a physical examination, including drug test, back x-ray, and a TB test which is required by the State of Illinois. This examination will be given by a medical facility designated by Homewood-Flossmoor High School, at the expense of Homewood-Flossmoor High School.

#### 2. Hours of Work

The regular work week is any five (5) consecutive days of eight (8) hours each, Monday through Saturday, exclusive of lunch period. Notice of assigned work weeks shall be given to staff 30 days prior to the first day of each school year. During Summer work hours the end time will be ½ hour earlier than the normally scheduled work day.

### 3. Holidays

Employees shall not be required to report to work on legal school or local holidays, when such legal school or local holidays occur on a regularly scheduled work day.

The holidays are:

New Year's Day January 1	Labor Day
Martin Luther King Birthday	Columbus Day
Lincoln's Birthday	Veterans' Day
Casimir Pulaski's Birthday	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Day December 25
Christmas Eve	New Year's Eve
Independence Day	Yom Kippur

If a legal or local school holiday falls on a non-work day which causes the employee to lose a paid holiday, such day will be granted at another time, but must be used before the end of the work year and requested in writing in advance.

Employees must work the day before and after a holiday to receive holiday pay unless the employee provides a doctor note upon return. Exceptions are pre-approved vacations, pre-approved sick leave or pre-approved personal or school business days.

If an employee is absent over 2 consecutive days, a doctor's note will be required. The classification of absences cannot be changed after the date of the absence.

### 4. Paid Vacation

Vacation shall be provided for all full-time employees in recognition of faithful service, as follows:  
Employees hired before July 1, 2014:

Less than 1 year	1 day per month
1 - 3 years employment	12 days per year
4 - 6 years employment	15 days per year
7 - 10 years employment	18 days per year
Beginning 11th year	20 days per year

Employees hired after July 1, 2014, shall receive paid vacation as follows:

Less than 1 year	5 days per year
1-5 years employment	10 days per year
6-15 years employment	15 days per year
Beginning 16 <sup>th</sup> year	20 days per year

Vacation credits shall accrue and be pro-rated from the date of hire. Request for pre-planned vacation days must be made by submitting a request through the attendance portal to the immediate supervisor at least 2 days in advance of the requested time. The employee will also send the supervisor an email or text message to the supervisor. The Director of Operations & Maintenance and the Director of Human Resources must approve said requests.

Paid vacation days shall be taken from November 1 through October 31. Vacation days may be taken in ½ or full day increments. Five vacation days from the previous year may be carried over to be used by December 1st, pending the Director's approval.

Beginning on July 1, 2021, each employee will receive their allotment of compensatory days per the negotiated agreement. Compensatory days shall be taken from July 1 through June 30. Vacation and personal day requests made for the weeks leading

up to graduation and in the weeks prior to the start of the school year may not be approved. In addition, a vacation day or personal day request can be denied if the request interferes with the ability of the department to facilitate operation.

The rate of compensation for each day of vacation shall be equal to the employee's regular daily salary. Employees will not be compensated for vacation days which are not used. An employee may not receive additional pay in lieu of vacation.

Accrued vacation will be paid to the employee upon termination of employment. In the event of employee's death, accrued vacation will be paid to the life insurance beneficiary. Vacation days will be pro-rated to the corresponding monthly accrual rate in the year of retirement or separation from the district.

5. Sick Leave

Sick Leave shall be taken from November 1 through October 31. Each full-time member is permitted up to 15 days per year cumulative to a maximum of 240 days including the leave of the current year. Each full-time member hired after July 1, 2014, is permitted up to 12 days per year cumulative to a maximum of 240 days including the leave of the current year. Said sick leave may be used to include immediate family members which shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians. Sick leave may be taken in ¼, ½ or full day increments. Any sick leave absence over two consecutive days will require a note from a physician.

In addition to any other leave that may be available to employees through the policies of the Board of Education, all eligible employees are entitled to certain minimum unpaid leave days for medical and family purposes pursuant to the provisions of the Family and Medical Leave Act of 1993. Eligible employees are those who have been employed by the District for at least 12 months and who have worked for at least 1,250 hours during the 12-month period preceding the leave.

6. **SICK BANK**

Enrollment in the sick bank shall be an opt-out process after the initial enrollment. After initial enrollment, an employee in the Maintenance Association shall be automatically enrolled during all open-enrollment periods unless the Office of Human Resources is notified in writing by the maintenance employee that they no longer wish to participate in the sick bank program. During each enrollment period, the required sick day deduction will be made by the Office of Human Resources.

A. **Philosophy**

The purpose of the H-F Sick Leave Bank is to provide a significant number of sick leave days to be utilized by eligible employees when the employee has exhausted all personally accumulated sick leave and the employee is experiencing a serious medical condition. This is a voluntary program that may only be utilized for the serious medical condition of the employee. A serious medical condition is defined as one that is anticipated to result in the inability to return to work for a period of 10 or more work days.

B. **Board of Trustees**

The Sick Leave Bank will be managed by a Board of Trustees that will be composed of the following individuals: Superintendent, Director of Human Resources, HFEO President, HFEO Vice-President of Negotiations, HFEO Vice-President of Administrative Affairs and a member from each of the Support Staff and Maintenance Boards. Decisions granting the use of sick leave days from the Sick Leave Bank must be approved by at least a simple majority of the Board of Trustees. Both parties are responsible for assuring consistency in the record keeping of the Board of Trustees and the District.

C. **Eligibility**

1. Any eligible employee who contributes to the Sick Leave Bank is eligible to be granted days from the Sick Leave Bank. The eligible employee does not have to be in the bargaining unit or a member of HFEO.

2. An eligible employee must have contributed a sick leave day to the Sick Leave Bank in the most recent request from the Board of Education to be granted any days from the Sick Leave Bank.
3. The eligible employee must have used all personally accumulated sick leave days and have taken five (5) days unpaid before being granted days from the Sick Leave Bank.
4. Applications for utilizing the Sick Leave Bank will be with the HFEO President the Office of Human Resources. It is strongly recommended that applications be filed as far in advance as possible. Verbal applications can be permitted if the teacher is unable to complete an application.

D. Operational Guidelines

1. The Board of Trustees has the complete and final authority for the operation and granting of sick leave days from the Sick Leave Bank.
2. The eligible employee shall be required to show proof of the serious medical condition in the form of a doctor's note or opinion at his or her own expense. The Board of Trustees may request a second opinion from a doctor of the Board's choice at Board expense.
3. The Office of Human Resources and the HFEO President shall work in concert to maintain the records of the Sick Leave Bank.
4. At the beginning of the school year, an open enrollment period will occur. The Office of Human Resources will send out a form allowing each eligible employee not currently enrolled to contribute one (1) sick leave day to the Sick Leave Bank. The maximum number of sick leave days in the Sick Leave Bank shall not exceed 180 at any time. If an eligible employee chooses not to enroll during the open enrollment period the eligible employee will not have the opportunity to enroll again until August of the following academic year, and the eligible employee will not be able to utilize the Sick Leave Bank during the school year.
5. In the event the available days in the Sick Leave Bank falls below ninety (90) total days at the start of a school year, all participating employees will be required to contribute one (1) sick day in order to continue participation in the Sick Leave Bank. By doing so, the faculty member loses a sick leave day from their personal accumulation and therefore has the opportunity to utilize the Sick Leave Bank for that school year. It is possible that there will be more contributions than a total sum of 180 days, but the maximum shall be 180 days available in the Bank. All eligible employees who want to be in the program must donate, even if the accumulation would have been bigger than 180 days.
6. If the total number of days available in the Sick Leave Bank is greater than or equal to ninety (90) days, there will only be a request issued to those eligible employees who did not contribute the previous year and would so choose to enroll for the new school year. Eligible employees who contributed the previous school year would not be required to contribute again; however, these eligible employees are still eligible to utilize the Sick Leave Bank.
7. If at the start of a school year there are ninety (90) or more sick leave days available in the Sick Leave Bank, but withdrawals during the school year bring the total balance below ninety (90) total days, an enrollment period will ensue for all eligible employees currently enrolled in the Sick Leave Bank who did not contribute at the start of the school year. Eligible employees must contribute one (1) sick leave day during this enrollment period to maintain participation in the Sick Leave Bank.
8. The collective participants cannot use more than 180 cumulative sick leave days per year from the Sick Leave Bank.

9. No program participant shall utilize more than thirty (30) sick leave days per year from the Sick Leave Bank.
10. No program participant can donate more than one (1) sick leave day to the Sick Leave Bank per year. It is possible that participants will not have to donate every year to maintain the Bank.
11. The Sick Leave Bank is an emergency plan to assist eligible employees in severe cases. This is not intended to replace the IMRF or TRS disability programs, or the District's disability programs.
12. The operational period of Sick Leave Bank shall be defined as the period beginning September 1 through August 31.

#### 7. Retirement Notice Provision

Employees who plan to retire from the district must give the District a minimum of two weeks written notice. Employees who contemplate retirement should also call the Illinois Municipal Retirement Fund (I.M.R.F.) office to obtain a statement of estimated retirement annuity, preferably at least one year prior to expected date of retirement.

The I.M.R.F. is one of many State of Illinois retirement systems. If you have service in one of the others, that service may be reciprocal and count toward I.M.R.F. retirement. The employee should inform I.M.R.F. of such situation and have supporting documents available. As per House Bill (215 ILCS 5-367J), all I.M.R.F. retirees, disabled members and surviving spouses are entitled to continue health insurance at their own expense. These members will be responsible for the district's full COBRA (or full equivalent) rate. The Board-Administration shall pay a maximum of \$300 per month toward the cost of health insurance for a maximum of five (5) years or until eligible for Medicare, whichever comes first. Employees electing insurance outside of the District provided insurance plan must provide evidence of payment toward an insurance plan outside of Medicare to be entitled to reimbursement from the District. Termination of this coverage can only occur when the retiree fails to pay the premium or becomes eligible for health coverage from another source.

Upon retirement, the employee shall receive a post-retirement bonus of \$500 for each year of consecutive service at Homewood-Flossmoor High School. This payment shall be paid after 45 days of unpaid service. In order to receive the retirement bonus, employees are required to provide a one-year irrevocable notice of retirement. The retiring employee must have eight (8) years of continuous service at Homewood-Flossmoor High School.

If an employee notifies the Director of Human Resources in writing twelve months before he or she intends to retire, the individual will be credited the number of sick leave days necessary to bring the total to 240. The normal number of 15 sick leave days will still be available for the final twelve months as long as the total number does not exceed 240. All credited sick leave days are available for employee use.

#### 8. Personal Days

Personal days shall be taken from November 1 through October 31. Each full-time employee is provided three (3) personal days of leave per year, without accumulation, assigned November 1 each year. Requests for personal days are made by submitting a request through the attendance portal and by emailing/texting the immediate supervisor. The immediate supervisor will approve or deny the request based on the impact to the department. Any unused personal days at the end of the school year will be converted to accruable sick days applied at the next annual accrual date of November 1.

9. Bereavement Leave

The purpose of bereavement leave is to provide time for the planning and attending the wake and funeral of an immediate family member that does not count against a bargaining unit members' sick leave accumulation. A maximum of two (2) work days will be allowed per school year. Immediate family will include mother, father, step-mother, step-father, brother, sister, son, daughter, stepson, stepdaughter, husband, wife, domestic partner and corresponding in-laws. Bargaining unit members on extended leaves of absences are not eligible. Additional days of granted bereavement leave will be deducted from either sick leave or personal leave at the discretion of the bargaining unit member.

10. Uniforms

New employees will receive three (3) new, completely furnished, ready-to-wear uniforms at the time of employment. After that, uniforms will be furnished as necessary. Additional wearing apparel such as boots, parkas, and coveralls as deemed appropriate shall be furnished by the employer.

11. Seniority

Seniority of an employee shall be considered to begin with the first day of employment, after a successful completion of the probationary period. Promotions and transfer shall be made on the basis of skills, abilities and performance. If skills, abilities and performance are equal then seniority shall govern. In the event of a lay-off, the basis of lay-off shall be in accord with seniority as provided in the Illinois School Code. When any vacancy occurs, the vacancy shall be posted 3 days.

12. Insurance

HEALTH INSURANCE – DISTRICT PPO PLAN

- A. Each employee shall pay the percentage of the premium cost for single coverage. This percentage will be based on the fully insured equivalent rate. The annual employee contribution rate will be: 14%
- B. Each employee enrolled in the District PPO insurance program AND elects dependent medical coverage shall pay 21% of the cost of the premium for dependent coverage. This percentage will be based on the fully insured equivalent rate.
- C. Essential health benefits medical expense shall be a maximum of \$2,000,000, with the out-of-pocket expense limit per calendar year not to exceed \$1,250 per individual or \$3,250 per family (in-network), and \$2,500 per individual or \$6,500 per family (out-of-network). The individual deductible (per person) per calendar year shall not exceed \$400 (in-network), and \$800 (out of network). The family deductible (3 individuals) per calendar year shall not exceed \$900 (in-network) and \$1,800 (out-of-network).
- D. Surgical expense coverage shall include usual and customary doctor charges.xxx ask brian Tyrell about these items
- E. Preventive health care expense shall be up to \$500 per year per covered individual.
- F. Well-baby coverage shall include up to nine (9) paid office visits and required vaccinations for two (2) years.



### PRESCRIPTION CARD

- A. The District shall provide each employee enrolled in the District PPO Health Insurance Plan, single or single with dependent coverage, with a Discount Prescription Card.
- B. The Prescription Card Plan will follow a 3-tier program that includes:
  - 1. Generic drug prescriptions will pay a \$15.00 co-payment.
  - 2. Name Brand drugs will pay \$45.00 co-payment.
  - 3. Specialty drugs and/or high cost name brand drugs will pay \$70.00 co-payment.

Monthly Prescription Card Plan will follow a three-tiered program that included:

- C. Recurrent prescriptions, contraceptives, or after the second retail refill of a prescription, the prescription must be filled through a mail order prescription company.
- D. Through mail order for a 3-month supply, the Discount Prescription Card Plan will follow a 3-tier program as follows:
  - 7. Generic Drug prescriptions will pay a \$30.00 co-payment.
  - 8. Name Brand Drugs will pay \$90.00 co-payment.
  - 9. Specialty drugs and/or high cost name brand drugs will pay \$140.00 co-payment.

### DENTAL INSURANCE

- A. The Board shall pay 50% of the total cost for each support staff member enrolled in the individual dental coverage plan. This percentage will be based on the fully insured equivalent rate.
- B. The Board shall pay 75% of the total cost for each support staff member electing dependent coverage under the District dental plan. This percentage will be based on the fully insured equivalent rate.

### TWELVE-MONTH COVERAGE

The Board-provided insurance shall be for twelve (12) consecutive months.

### Life Insurance

The Board of Education provides \$60,000 in group term life insurance for each classified employee.

12. Activities Pass

At the discretion of the Superintendent, all permanent support staff members receive an activities pass which entitles them and guests to all Homewood-Flossmoor events including adult education, family swim, plays, musicals and athletic events, free of charge. IHSA tournament events are excluded. A guest must be a member of the immediate family.

13. Annuities

The district shall cooperate in the purchase of tax-sheltered annuities when so requested by an employee, the employee, will designate the amount of salary to be applied and the insurance company through which such annuity is to be purchased.

14. Professional Maintenance Committee

In order to facilitate meaningful dialogue between the Administration and the Maintenance staff within the area of working conditions a Professional Maintenance Committee shall be formed. It will be a standing committee that shall meet when mutually agreeable by both parties. All items which directly affect working conditions in the District shall be brought to the agenda prior to each meeting. This committee is an advisory committee. It may not enter into any agreements deleting from, adding to, or altering any articles, sections or clauses in this agreement.

ARTICLE V

Pension or Retirement Fund

Section 1. Illinois Municipal Retirement Fund. All employees working six hundred (600) hours or more per year are automatically members of the I.M.R.F. Monthly contributions are withheld from wages 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.

ARTICLE VI

MAINTENANCE SALARIES

1. Salaries will increase by the following percentage rate per year of the negotiated agreement.

	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>
Percentage Increase	2.50%	2.25%	2.00%

*\*Minimum hourly rate for new employees is \$18.00 per hour. Rate commensurate with experience.*

Longevity Benefit

<u>Years*</u>	<u>Benefit</u>
0-4	\$0
5-9	\$1,000
10-14	\$1,250
15-19	\$1,500
20+	\$2,000

*\*One year is defined as employment completed from July 1 to June 30. Longevity bonus shall be paid with a separate check by July 15<sup>th</sup> of each year.*

### Crew/Lead Maintenance Pay

If crew leaders or lead maintenance staff is implemented, as determined by administration, the designated crew/lead staff member shall receive a minimum hourly rate increase of \$1, commensurate with experience.

### 2. Overtime

#### Overtime Definition

Overtime shall be considered and assigned by the Director of Building and Grounds as needed. All overtime must be pre-approved. Overtime shall be paid for work in excess of eight (8) hours per day or forty (40) hours per week. Employees shall be paid 1 ½ times their hourly rate.

#### Eligibility for weekend hours

In order to work Saturday or Sunday work hours, an employee must work forty (40) hours of straight time per week, during the regular scheduled workweek. If a legal school holiday falls within the week, the holiday will be counted as straight time worked since the employee did not request this time off.

#### Saturday Pay

Employees who meet the weekend eligibility requirements as stated above, shall receive one and a half (1 ½) times their hourly rate for hours worked.

#### Sunday Pay

Employees who meet the weekend eligibility requirements as stated above, shall receive two (2) times their hourly rate for hours worked.

#### Mandatory Overtime

As extra needs arise from special events or seasonal demands, additional work hours are expected of the staff. These special events or seasonal demands may include graduation, snow removal, power outages or other emergencies as defined by the Director of Building and Grounds and the Director of Human Resources.

Employees are not required to work forty (40) hours of straight time during any week or eight (8) hours during any work day in order to receive overtime pay for mandatory overtime assignments.

#### Holiday Pay

Employees who work on a holiday shall receive holiday pay and 2 times their hourly rate for hours worked.

#### Call Out Pay

Employees called back to work shall receive a minimum of 3 hours pay at the overtime rate. Employees called back to work shall clock in and out on the time clock. Overtime that is required within the area of an employee's regular responsibilities shall be assigned to those employees first.

Overtime report forms must be completed and turned in to the Operations and Maintenance office within 5 workdays after the overtime had been completed. Choice of pay or release time is up to the employee. No person may accrue more than forty (40) hours of RT between November 1 and October 31. All time accrued as of October 31 will be paid in the employee's salary at time and one-half. There shall be no carryover of RT. A person may split the overtime between RT and pay. No more than two (2) days of RT can be taken consecutively at any given (requested) period of time. Two days advance written request is required for taking RT.

3. Probationary Period for New Employees

There will be a probationary period of six (6) months from date of hire for new employees during which time the employer shall have the right to dismiss an employee without consideration of any of the conditions of this Agreement. The benefits available to employees during this time period shall be health, life and dental insurance, vacation, Superintendent Approved days, Sick Leave days and holidays recognized in this Agreement.

4. Tuition Reimbursement

Members of the maintenance staff are encouraged to grow and develop on the job. Individuals are urged to prepare themselves for increased responsibilities through continued education and training. Maintenance employees will be eligible for tuition reimbursement for courses taken to improve their skills if the course are pre-approved by their immediate supervisor and the Director of Human Resources. Pre-approval forms are available in the Human Resources Office. The annual limit for reimbursement is \$1,250 per calendar year.

5. Shift Differential

Employees whose normal work hours are defined as 2<sup>nd</sup> or 3<sup>rd</sup> shift, shall receive an additional \$0.50 per hour as a shift differential. Employees who work four days on the evening shift and a fifth day during day hours (before 4:30 p.m.) shall receive the normal day hourly salary for the fifth day. There will be no shift differential pay as that day's work is during normal day hours.

## ARTICLE VII

### Appeal Process

Any employee or group of employees who feel that a decision made by the administration seems to be unfair to the individual or the group may appeal, in writing, within five (5) working days of the occurrence of that decision as follows:

#### Step 1

Employee or employees shall meet with the Director of Operations & Maintenance to discuss the situation.

#### Step 2

If no satisfactory agreement has been reached, the employee or employees may request, in writing to the Director of Operations & Maintenance or The Director of Human Resources, a meeting with the Director of Human Resources within ten (10) working days of the decision at Step 1.

An employee may be accompanied by one other member of the maintenance staff through the appeal process.

The decision rendered at Step 2 shall be final.

## ARTICLE VIII

### GRIEVANCE PROCEDURE

A grievance is defined as a written complaint that has been an alleged violation, misinterpretation or misapplication of a specific term of this contract.

No grievance will be processed or entertained unless it has been reduced to writing and filed at the first step within five (5) working days of the occurrence of the event giving rise to the grievance.

#### First Step

After making the grievance known to the HFMA grievance committee, an attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and the Director of Operations & Maintenance. Such attempt to resolve any grievance informally shall be made within five (5) working days of the date of the occurrence giving rise to the grievance.

#### Second Step

If the grievance cannot be resolved informally, the aggrieved shall file the grievance in writing. The filing of the grievance at the second step must be within fifteen (15) working days from the date of the occurrence of the event giving rise to the grievance. Within ten (10) working days from the time of filing at step two, the Director of Operations & Maintenance shall, at a mutually agreeable time, discuss the matter with the aggrieved in the presence of an HFMA representative, if so desired, with the objective of resolving the matter. The Director of Operations & Maintenance shall make such decision and communicate it, including reasons for the decision, in writing, to the person, to the HFMA representative and to the Director of Human Resources within ten (10) working days following the conference at step two.

#### Third Step

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved person shall file within five (5) working days of the written decision or answer of the Director of Operations & Maintenance at the second step, three copies of the grievance. One copy shall be filed with the Director of Human Resources, one copy with the Director of Operations & Maintenance and one copy with the HFMA.

Within ten working days after such written grievance is filed, the aggrieved, the Director of Operations & Maintenance and the Director of Human Resources shall meet to resolve the grievance. The Director of Human Resources shall file an answer within ten (10) working days of the third step grievance meeting and communicate it, including reasons for the decision, in writing to the aggrieved, Director of Operations & Maintenance and the HFMA.

#### Fourth Step

If the grievance is not resolved satisfactorily to the aggrieved within five (5) working days after consideration by the Director of Human Resources, there shall be available a fourth step of arbitration. The aggrieved may submit, in writing, a request to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven working days after said notice is given.

If the two parties fail to reach agreement on an arbitrator within seven working days, the American Arbitration Association will be requested to provide a panel of seven arbitrators. Any arbitrator selected must be a member in good standing of the National Academy of Arbitrators. After determining by chance which party will strike the first name, each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the Arbitrator.

The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this

Agreement or any applicable board policy. He/she shall consider and decide only the specific issues submitted to the Arbitrator in writing and shall have no authority to make any decision or recommendation on any other issue not so submitted to him/her. The Arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the applicable laws and rules and regulations having the force and effect of law. The Arbitrator shall submit in writing his/her decision within 30 days following the close of the hearing or the submission of briefs by the parties, whichever is later. The Arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the specific terms of this Agreement or board policy involved to the facts of the grievance presented. The decision of the Arbitrator shall be final and binding on the parties and shall be immediately implemented.

Expenses for the Arbitrator's services and the expenses which are common to both parties in the arbitration shall be borne equally by the Board and the HFMA. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

Article IX  
Duration of Agreement

This Agreement shall be in effect from July 1, 2020, and shall expire on June 30, 2023.

In Witness Whereof, the parties have on this day of caused their signatures to be hereunto affixed by their duly authorized officers.

Homewood-Flossmoor  
Maintenance Association

Homewood-Flossmoor High School Dist. 233  
Board of Education, Flossmoor, Illinois

---

---

President

---

---

Secretary