

AGREEMENT

BETWEEN

THE

WESTMONT CUSTODIAL AND MAINTENANCE
ASSOCIATION

AND

THE

BOARD OF EDUCATION

OF

COMMUNITY UNIT SCHOOL DISTRICT 201

JULY 1, 2013 – JUNE 30, 2015

AGREEMENT

THIS AGREEMENT has been made and entered into this tenth day of December 2013 by and between the **BOARD OF EDUCATION OF COMMUNITY UNIT SCHOOL DISTRICT 201**, Westmont, county of DuPage, state of Illinois, hereinafter called the “**Board**” and the **WESTMONT CUSTODIAL AND MAINTENANCE ASSOCIATION**, for and on behalf of itself and all the employees covered by this Agreement, whether now employed or hereinafter employed, hereinafter collectively called the “**Association.**”

PREAMBLE

This Agreement, between the Board of Education of Community Unit School District 201, Westmont, county of DuPage, state of Illinois, and the Westmont Custodial and Maintenance Association incorporates a number of understandings which derive from the parties' mutual beliefs that each employee is entitled to know the terms and conditions of their employment, that the parties recognize the importance of orderly, just and expeditious resolution of disputes which may arise, and that by accepting the provisions of this agreement do commit to work cooperatively and in good faith.

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ARTICLE 1
ASSOCIATION, BOARD, AND EMPLOYEE RIGHTS

1.1 Recognition

The Board hereby recognizes the Association as the sole and exclusive bargaining agent for all of its custodial and maintenance employees, excluding all other employees and supervisors and managerial employees and confidential employees and short term employees as defined in the Illinois Educational Labor Relations Act "Employees" as used in this Agreement shall mean the employees for whom the Association is recognized as the bargaining representative. It is generally agreed that the Director of Facilities is excluded from this bargaining unit as a supervisor.

Except where noted otherwise, part-time employees will receive pro rata vacation days, holidays, personal days, sick days, and other fringe benefits generally granted to other part-time district employees.

1.2 Additional Negotiations

The Board shall not negotiate with any employees' organization other than the Association or with any employee individually concerning matters covered by this Agreement during its term.

1.3 Fair Share

The Board will deduct monthly dues uniformly levied by the Association upon its members from the wages of each employee covered by this Agreement from whom the Board has received a voluntarily executed written authorization which meets the requirements of the Illinois Educational Labor Relations Act authorizing such deductions. The amount of dues shall annually be certified by the Association. The certification form shall be furnished by the Association. If an employee resigns after September 1 of any year, the Board shall deduct the unpaid portion of the annual dues from the employee's final paycheck. All dues deducted by the Board shall be remitted to the Association no later than fifteen (15) days after such deductions are made.

The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability which may arise out of or by reason of any action taken or not taken in making deductions and remitting the same to the Association pursuant to the first paragraph of this Section.

Each bargaining unit member shall pay a fair share fee to the Association equivalent to the amount of dues necessary to carry out the Association's collective bargaining. The Association shall provide the District with documentation substantiating the amount to be paid.

In the event of any legal action against the employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such

action at its own expense and through its own counsel. The Association agrees that in any action so defended, it will indemnify and hold harmless the employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the employer's compliance with this fair share statement.

1.4 Management

It is agreed that the Association and the employees will cooperate with the Board within the obligations of the Agreement to liberally construe this Agreement to facilitate the efficient and flexible operation of the District. The Association recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Board, except as they may be subject to a specific obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the District and the administration thereof, and the direction of the working forces, including, but not limited to, the right to suspend, discipline, or discharge for cause; to hire, classify, transfer, assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations; to determine the nature, extent, duration, character, and method of operation including, but not limited to, the right to contract out or subcontract the amount, utilization, kind of personnel, quality and quantity of workmanship, and work required to insure maximum mobility, flexibility and efficiency of operations, all of which are vested exclusively in the Board except as expressly abridged by a specific provision of this Agreement and only then to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of the state of Illinois and the Constitution and the laws of the United States. Prior to any decision to contract out or subcontract, the Board will give the Association the right to appear before the Board and give input concerning this issue.

1.5 Employee Discipline

All employee discipline shall be for just cause as pertaining to work rules.

1.6 Right of Representation

When an employee is required to appear before the Board or the central administration concerning any matter which could adversely affect the continuation of that employee in his/her employment or his/her salary, the employee, upon request, shall be entitled to have a representative of the Association present. Further, when the employee is required to appear before the Board, he/she shall be advised in writing of the reason thereof.

1.7 Personnel File

Each employee shall have the right, upon request, to review his/her personnel file in the presence of an administrator or his/her designee and, upon request, a representative of the Association, and to put in the file written reactions to anything therein. Personnel files may not be removed from the District Office.

1.8 Right to Organize

Employees shall have the right to organize, join, assist the Association, and to participate in professional negotiations with the Board, provided this does not interfere with the work of any employee. The Board shall not discriminate against any employee with respect to hours, wages, terms, and conditions of employment for reasons of his/her membership in the Association, participation in negotiations with the Board, or the institution of any grievance, complaint, or proceeding under this Agreement.

1.9 Meetings and Communication

Subject to rules and regulations of the administration, the Association shall have the right of use of school buildings for meetings, the use of employee mailboxes, inter-school mail, email and custodian bulletin boards.

1.10 Association/Administration Meetings

The Association and Administration may hold periodic meetings to discuss matters of mutual concern. The purpose of these meetings shall be to facilitate communication between Administration and the Association.

1.11 Transfers

Prior to considering permanent transfers or work reassignments, the administration will consult with the given employee. Involuntary transfers will not be made arbitrarily or capriciously. Seniority and ability will be given consideration.

ARTICLE 2 HOURS OF WORK AND OVERTIME

2.1 Purpose

This Article is intended only to provide a basis for calculation of overtime and is not to be construed as a guarantee of hours of work per day or week.

2.2 Calculation

Overtime shall be paid at the rate of time and one half the regular hourly rate for all work performed in excess of forty (40) hours worked in any one week and for work performed in excess of eight (8) hours worked in any one day. Double time shall be paid for all building checks and work performed on Sundays, holidays, and after 3:00 p.m. on Saturdays. Other regularly assigned Sunday or holiday work shall be paid at the rate of time and a half. Double time shall be paid for those hours worked between 11:30 p.m. and 6:30 a.m. when a full shift is worked both the day of and the day after such overtime. A reasonable amount of overtime shall be a condition of continued employment with the Board. Overtime shall be rounded to the nearest quarter hour at the end of each pay period, and paid in the next pay period. Overtime and/or premium pay shall not be paid twice for the same hours worked.

2.3 Work Shift

The hours of work, exclusive of a thirty (30) minute lunch period, shall constitute a work shift. All employees shall be scheduled to work on a regular shift and be advised of any change. All employees shall make a concerted effort to arrive at work during emergency situations (heavy snow, damaging winds, etc.) to insure that the school system functions properly. Employees will be given the option of using a personal or vacation day if unable to safely negotiate travel due to severe weather.

2.4 Work Day Changes

The workday in effect during the term of this agreement shall not be changed without prior written notice to the Association. The workdays shall not be changed for arbitrary reasons. The administration shall not regularly assign a split shift to any employee covered by the agreement unless that employee so requests and the administration agrees.

Generally, when a building is in use, a custodian shall be on duty to safeguard the District's interests. The administration shall have the right to make exception to this if it is deemed to be in the District's best interest not to have a custodian on duty.

2.5 Call-In Pay

Employees reporting for work at the beginning of the work day, as scheduled or notified, shall be assigned two (2) hours work, and, if sent home because of lack of work, they shall be entitled to receive two (2) times their regular hourly rate of pay, unless said lack of work is beyond the Board's control; provided, however, that to be entitled to any pay under this Section there must have been an opportunity for the Board to notify the employees not to report to work which the Board failed to do. Time paid for shall not be considered as time worked for overtime calculation. This Section shall not apply to building checks.

Employees reporting to work for emergency call-ins, i.e. alarm activation, unsecured doors or windows, as notified by the police or District personnel via telephone, shall be

paid a minimum of two (2) hours at the overtime rate as outlined in Article 2.2 of this Contract. It is further understood that any work connected in response to said emergency call-ins that extends beyond the initial two (2) hours shall be paid at the established overtime rate.

2.6 Emergency Days

On a declared emergency day, the Administration shall determine custodial staffing needs in each building. The head custodian of each building shall be required to submit and keep current a list of essential custodial duties and projects to be completed in the building. This list will be utilized by Administration to determine staffing on emergency days. Each custodian that is required to work on declared emergency days shall receive double time for each hour of work. Documentation shall be by time card. Said custodians may be required to work at different hours on such emergency days other than their regularly assigned hours in order to qualify for this benefit. This provision will be limited to a maximum of five (5) emergency days per year.

2.7 Job Descriptions

Job descriptions shall be provided to all custodians, maintenance, and grounds employees. Said job descriptions will be made available to all applicants for vacancies in any existing or additionally created positions in the future.

Employees will be expected to meet the minimum responsibilities outlined and, within a reasonable period of time, should be able to meet the requirements of the job description. An employee who cannot meet these expectations may be re-assigned if deemed in the best interest of the school district. Said employee would not suffer a loss in pay due to a lateral re-assignment.

The Association will be notified to offer input prior to any final decision on re-assignments.

All building checks are to be performed by that building's head custodian. In the instance that the head custodian is unavailable to perform the building check, the Facility Director will assign these duties to another staff member.

2.8 Substitutes

Any individual who performs as a long-term substitute in a higher paying position will receive an additional one-dollar (\$1.00) per hour. The individual's night differential, if applicable, will be deleted.

Long-term substitution is defined as a period of twenty-one (21) consecutive work days or more, and the pay increase shall be retroactive to the starting date of the substitution and remain in effect until such time as their service as substitute is no longer necessary.

**ARTICLE 3
HOLIDAYS**

Employees who have completed their first 90 working days of employment shall receive eight (8) hours pay at their straight time rate for 13 holidays as determined by Administration and in conformance with the school calendar providing the employee works the full scheduled workday immediately preceding and the full scheduled workday following such holiday, except as excused by the administration. If Administration determines that any of the 13 holidays are waived, those days become paid workdays.

**ARTICLE 4
VACATIONS**

4.1 Entitlement

Each full-time employee and year around part-time employee who has been regularly and continuously employed for the following years shall receive the following vacation with pay as of July 1 each year.

<u>Monthly Accrual</u>		<u>Monthly Accrual</u>	
0.83	1 year to 2 years - 2 weeks	1.33	8 years - 3 weeks, 1 day
0.92	3 years - 2 weeks, 1 day	1.42	9 years - 3 weeks, 2 day
1.00	4 years - 2 weeks, 2 days	1.50	10 years - 3 weeks, 3 days
1.08	5 years - 2 weeks, 3 days	1.58	11 years - 3 weeks, 4 days
1.17	6 years - 2 weeks, 4 days	1.67	12 years - 4 weeks
1.25	7 years - 3 weeks		

If the regular employee has worked less than one (1) year as of July 1, vacation time shall be determined at the rate of .83 of a day for each month worked.

Vacation pay earned but not taken shall be paid to the employee upon his termination of employment, provided he gives the Board two (2) weeks notice prior to termination.

4.2 Scheduling

The vacation period shall generally be at times when school is not in session. Vacations will be granted so far as practical, by seniority; however, in order to insure orderly and unhindered operations, the final right to allotment of vacations is exclusively reserved to and vested solely in the Board, and the Board may request an employee to defer taking a vacation which would interfere with the efficient operation of the District. Vacation time accrued prior to the commencement of this Agreement shall not be forfeited. Vacation must be taken within fourteen (14) months after being earned, and may not be accumulated. For new employees, accrued vacation may be taken after six (6) months of employment so long as the other provisions of 4.2 are followed. Any unused vacation

days, which have not been taken, will be converted to sick leave days for that employee, up to a maximum of five (5) days per year.

ARTICLE 5 GROUP INSURANCE AND MEDICAL EXAMINATIONS

5.1 Program Participation

A District Insurance Committee made up of Association members, the District Business Manager, WTA representatives, and WESPA representatives and other people as directed by the Board, will meet yearly, starting no later than January, to review the insurance experience and be involved in the process of renewal, selection of new insurance carriers and/or insurance specifications. The Insurance Committee may make recommendations to the Board regarding provisions of the medical insurance plan. The ultimate right of selection shall remain with the Board.

WCMA employees who are employed at .6 time or more will be eligible to participate in the District insurance plans.

The Board will fund a portion of the medical insurance premiums for employees who participate in the District health insurance programs. For the duration of this Agreement, the Board will contribute 95% of the cost of individual insurance including 95% of any increase in individual coverage costs up to 5% effective January 1, 2013 . The Board will contribute 90% of the cost of family coverage for employees hired prior to 1991 and 80% of the cost of family insurance for employees hired after 1991, including 90% and 80% respectively, of any increase in family coverage costs up to 5% effective January 1, 2014. If the individual or family insurance premium increases exceed 5% in either of the two years of this Agreement, then the employees shall pay for 75% of the amount of the increase exceeding 5% and the Board shall pay for 25% of the increase exceeding 5%. The Board and employee contribution costs will be calculated based on the dollar amounts paid in the prior year of the health insurance program.

The disability income benefit shall be equal to sixty (60) percent of the employee's base salary at the time of disability, until retirement age as determined by the Social Security Administration, but not lower than age sixty-five (65).

The life insurance benefit shall be equal to the insured's current contractual salary rounded to the next highest \$1,000, but not exceeding \$50,000.

Minimally the Board will offer a dental HMO and PPO. Both programs should have substantially the same benefits. The programs chosen shall be agreeable to the Association and to the Board, while the ultimate right of selection remains with the Board, and the chosen program will remain in effect through this contract. The Board shall pay sixty percent (60%) of the cost of individual dental insurance for those

employees participating in the plan. The Board shall pay the individual rate plus twenty percent (20%) of the family dental insurance costs.

5.2 Benefits

The extent of the Board's obligations under this Article shall be limited to the payment of the cost of the premiums for the Group Insurance Program and covered employees shall be entitled to those benefits only in accordance with and governed by the conditions of the insurance agreements and policies issued hereunder. Neither the Board nor the Association shall be obligated to pay any insurance benefits directly to employees.

5.3 Flexible Benefit Plan

The Board shall maintain a salary reduction plan, which meets the requirements of Section 125 of the *Internal Revenue Code* and Treasury Regulations promulgated there under. If, at any time, Section 125 or related Regulations are amended, the parties shall promptly revise the plan to comply with the amendment.

An employee may annually elect to participate in the salary reduction plan by choosing to receive benefits described above. The amount elected shall be deducted from the employee's compensation. The plan shall be on the calendar year. By November 30 of the year preceding the plan year, each employee shall, in writing, designate the dollar amount(s) elected for that year for each of the following benefits:

1. Premiums for group medical, dental, or other insurance, single or dependent coverage, to the extent such premiums are not paid by the Board and/or;
2. Reimbursement for any amount of deductibles or out of pocket expenses under the group insurance described in (1) above, and for any other qualified unreimbursed medical care expenses as defined and allowed under the *Internal Revenue Code*. For plan years beginning after December 31, 2012, the maximum salary reduction amount shall be \$2,500 for each plan year.
3. By law, Section 125 money may not be used for any cosmetic procedures.
4. Reimbursement for qualified dependent care assistance as defined and allowed under the *Internal Revenue Code*.

The amounts designated may not be changed during the plan year, unless there is a change in family status or other circumstances provided in Section 125 and/or Treasury Regulations promulgated there under. Any amounts designated for which valid reimbursement claims are not made on a timely basis will be forfeited and not otherwise paid to the employee during that year or carried over to a succeeding plan year, and such amounts become the property of the plan.

The dollar amount of the designated benefits elected pursuant to the plan will be deducted in equal amounts from the teacher's salary payments during the plan year.

Claims for reimbursement must be for services rendered during the length of the insurance year.

The District Insurance Committee will recommend a third party to administer the program. The Board reserves the right to make the final selection of administrator of the program. Fees associated with the program will be paid by the employee.

5.4 Medical Examinations, Etc.

The Board shall reimburse employees for the cost of medical examinations, X-rays, tests, or inoculations required by the Board or may in lieu thereof, send employees to the Board's doctor for said examinations, etc. The Board shall reimburse employees for the cost of the required pre-employment examination up to \$300.00. If a medical exam is a condition of an employee being granted a leave of absence, the employee shall pay the cost.

ARTICLE 6 SENIORITY

6.1 Probation Period

It is agreed that a new employee shall be considered in training and on probation for the first year of continuous employment during which time the Board shall have the sole and absolute right to discipline, discharge, or retain the employee in its own discretion. The candidate having successfully passed their first ninety (90) working days of employment may be granted up to a \$0.50 increase to their hourly rate of pay. The employee shall be placed on the regular seniority list and his/her seniority shall date from the employee's date of hire after having passed the one-year probationary period. Long-term temporary employees who are subsequently hired to fill a vacant position with substantially the same responsibilities as the temporary positions shall be granted a reduction in the one-year probationary period up to the amount of time served in the temporary position

6.2 Continuous Service

Seniority means the length of continuous service of an employee covered by this agreement from the date of his/her last hire by the Board. Seniority rights, if any, shall not extend beyond the term of this Agreement. Continuous service of an employee shall be broken, seniority rights, if any, lost, and the employment relationship terminated by: (a) quitting, (b) discharge, (c) not working for three (3) months or more and is not on an approved leave, (d) absence without acceptable notice to the Board or without cause, such as, but not limited to, a misrepresentation for absence; absence for unreasonable or unnecessary personal reasons, (e) excessive absenteeism or tardiness, (f) failure to indicate within forty-eight (48) hours an intention to report for work within three (3) calendar days after notice by the Board to return to work following a layoff (certified mail, return receipt requested, addressed and sent to the employee's last address known to the Board shall constitute sufficient notice by the Board), and (g) failure to return following the expiration of a leave of absence or misrepresenting the reason for a leave of absence or obtaining other employment during a leave of absence. An employee shall not

be considered to have a break in service while on an approved leave of absence (i.e., sick leave, FMLA leave, temporary disability leave, etc.) However, pursuant to Section 6.2(g), if an employee fails to return to work at the expiration of an approved leave, continuous service shall be deemed to be broken and the employee shall lose his/her seniority.

6.3 Layoffs

In layoffs, seniority shall govern, provided that in the Board's judgment the training, skill, efficiency, knowledge, and ability to perform the work is equal among the employees involved. Layoffs shall be by category of position as established by Appendix A. In the event the Board recalls employees after a layoff, the employees will be recalled in the reverse order of that category in which they were laid off, provided the Board determines that the employee is able to do the work to the administration's satisfaction. Employees called back to work within one year shall have their seniority re-instated.

6.4 Vacancies

Should a vacancy occur, after involuntary transfers, in any job covered under this agreement, it shall be posted for notification. Present District personnel shall be given first consideration for such vacancy. However, filling such positions shall be the sole responsibility of the administration.

When filling such vacancy, the best-qualified person, as determined by the administration, shall be employed. Consideration shall be given to the following factors: experience, competency, and length of applicant's service. All parties will be notified of the reasons for final selection.

ARTICLE 7 GRIEVANCE AND ARBITRATION

7.1 Grievance Procedure

Any and all disputes and differences whatsoever between the Board on the one hand and the Association or any of its members or employees of the Board on the other hand, concerning the meaning or application of a specific provision of this Agreement shall be exclusively settled in the following manner and there shall be no interruption of the business of the District. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance, unless said time limitations are extended by written agreement of both parties to this Agreement. No grievance shall be entertained or processed unless it is submitted within thirty (30) days after the first asserted violation. It is understood that an attempt to resolve a potential grievance will be made informally through discussion between the grievant(s) and his/her immediate supervisor before a formal grievance is filed.

The grievance procedure shall be as follows:

Step 1

Any grievant(s) who has/have a grievance shall submit it in writing, with the remedy sought, to and discuss it with his/her immediate supervisor. A grievance shall set forth the facts and the specific contract provisions upon which the complaint is based in sufficient detail to allow the immediate supervisor to respond thereto. The grievant(s) supervisor shall answer all written grievances in writing within three (3) days after such presentation. The grievant(s) may have his/her Association representative(s) present if he/she wishes.

Step 2

If the grievance is not settled in Step 1 and the grievant(s) wishes to appeal, the grievance may be referred by him/her in writing to the Superintendent or his designee within ten (10) days after the answer in Step 1 and shall be signed by both the grievant(s) and the Association representative(s). The Superintendent or his designee shall discuss the grievance with the grievant and an Association representative within three (3) days at a time mutually agreeable to the parties. The Superintendent or his designee shall give his written answer to the Association and the grievant within three (3) days following their meeting.

Step 3

If the grievance is not settled in Step 2 and the Association, but not the grievant, desires to appeal, the grievance may be referred in writing by the Association to the Board within ten (10) days after the answer in Step 2. The Board shall, at its next meeting, at least five (5) days after receipt of the appeal, discuss the grievance with the grievant(s) and the Association representative(s). The Board shall give its written answer to the Association within ten (10) days after the Board meeting. Failure of the Board to respond to a grievance within one month will be considered a denial.

Step 4

If the grievance is not settled in accordance with the foregoing procedure, the Association (but not the grievant), may refer the grievance to arbitration within thirty (30) days after receipt of the Board's answer in Step 3. The Association or the Board may submit the grievance to final and binding arbitration. The American Arbitration Association (AAA) shall be requested to submit the names of the suggested arbitrators to the parties.

The parties shall select an arbitrator in accordance with AAA rules. 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 him/her in writing and shall have no authority to make any decisions or recommendation on any other issue not so submitted to him/her.

The arbitrator shall be with without power to make decision 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 the law.

The arbitrator shall submit in writing his/her decision within thirty (30) days following 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 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.

The fees of the arbitrator shall be borne equally by the Board and the Association. No other joint expenses shall be incurred except by mutual written agreement of the parties.

7.2 Time Limit for Filing

No grievance shall be entertained or processed unless it is submitted within thirty (30) days after the grievant(s) had knowledge or should have had knowledge of the last asserted violation of the Agreement giving rise to the grievance. The failure to act within the time limits herein shall bar further appeals. Time is of the essence to this Agreement. Time limits may be extended only by mutual written agreement. Failure to communicate a decision within the specified time limits shall permit the Association to proceed to the next step. Failure of the Board to respond to a grievance within one month will be considered a denial.

7.3 Definition of Days

Wherever in this Article "days" are used, the parties intend them to be days that the Administration offices are open.

7.4 Reprisals

No reprisals shall be taken by the Board or the administration against an employee because of his/her participation in a grievance.

ARTICLE 8 NO STRIKES

8.1 Forbidden Acts

During the term of this Agreement, neither the Association nor any of its members, officers, stewards, agents, or representatives, nor any employee shall instigate, authorize, call, support, sanction, encourage, maintain, or in any way take part in any strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption of work, or picketing of the Board's premises.

8.2 Prevention

The Association agrees that it will use its best efforts to prevent any acts forbidden in this Article and that in the event any such acts take place by any employee or group of employees, the Association further agrees it will use its best efforts to cause an immediate cessation thereof. If the Association immediately takes steps in good faith to end any unauthorized stoppages, strikes, intentional slowdown, or suspension of work, the Board agrees that it will not bring action against the Association to establish responsibility for such wildcat or unauthorized strikes.

8.3 Disciplinary Action

The Board in its sole discretion may terminate the employment of or otherwise discipline any employees who engage in any act forbidden in this Article.

ARTICLE 9 WAGES

9.1 Reduction in Rate

No employee will suffer any reduction in rate as a result of this Agreement.

9.2 Salary Structure

The salary schedule shall be as set forth in Appendix A attached hereto. The increase for each fiscal year will be set using the agreed upon percentage CPI-U published for the calendar year ending December 31st of the second preceding year. For example, the 2013-14 salary increase will be set using the CPI-U as published for December 31, 2011.

2013-2014 - 70% of CPI-U with a floor of 1% and a ceiling of 4%

CPI-U on December 31, 2011 was 3.0% - salary increase is 2.1%

2014-2015 - 70% of CPI-U with a floor of 1.5% and a ceiling of 4%

CPI-U on December 31, 2012 was 1.7% - salary increase is 1.5%

Except where necessitated by merit pay, individuals cannot exceed the maximum salary range.

9.3 Night Differential

Night differential pay shall include custodians whose shift begins at 3:00 p.m. or after and will be four (4) percent of the base. Custodians who normally work in the evenings will lose their night differential during the summer if they move to the day shift. During the winter and spring breaks, there will not be a forfeiture of the night differential.

9.4 Merit Pay

Nothing in this Agreement shall prohibit the Board from granting individual merit increases within the Board's sole and absolute discretion, if the Board should desire to do so.

A total of \$14,000 shall be awarded as merit pay bonuses at the end of the 2014 and 2015 school years. Determination of merit increases is to be partially made by use of the Evaluation and Improvement System for Custodial, Grounds, and Maintenance Personnel as well as experience credit and the personal recommendations of the Facility Director and administration.

9.5 Payroll Installments

Each employee shall be paid in twenty-four (24) equal payments on the 15th and 30th of each month, beginning each fiscal year on July 1 and ending June 30. If a regular pay date during the work year falls on a holiday or weekend, the pay date will be the last working day prior to such holiday or weekend. Direct deposit is available.

9.6 Education Costs

Cost of education (as related to an employee's specific job and/or if deemed to be potentially beneficial to the District) shall be absorbed by the District, with the Board's approval.

9.7 Experience Credit

Employees holding valid licensing or certification for professional services of benefit to the school district and relative to the employee's specific job, shall be awarded \$500 annually. To qualify for this credit, the employee must provide a copy of any current or renewed licensing or certification annually.

Notation of this credit will be on the evaluation instrument and paid as an addition to any merit bonuses awarded annually.

(Example of this credit would be: Pesticide licensing, HVAC certification, Pool Operator certification, electrical, roofing, or plumbing licensing, and asbestos worker license.)

9.8 Travel Allowance

Employees who are regularly assigned to work at more than one school, or who are required to leave the District on school business shall receive a mileage reimbursement allowance at the then current rate as determined by Board of Education. Mileage reimbursement will not be paid for building checks.

ARTICLE 10 UNSAFE AND HAZARDOUS CONDITIONS

An employee does not have to work on a job which is immediately dangerous to himself/herself. "Immediately dangerous" shall mean a situation that could cause death or serious physical harm to the employee. Where an employee has good and sufficient reason to believe the job is immediately dangerous, he/she shall notify the principal who shall make the determination. If the principal determines that the job is not immediately dangerous, the employee must perform the job assigned, or, if he/she disagrees, he/she may be sent home. If the job is not immediately dangerous to the employee, the employee may be disciplined by the Board for his/her refusal to work on the job. In any event, no employee shall take any steps to prevent another from working on the job.

10.1 Assault Procedures

Any case of assault on an employee while on school property or while performing his/her duties shall be promptly reported to the Board or its designee. If the assault does not involve two (2) or more employees, then the Board shall provide legal counsel, which is reasonably acceptable to the employee to advise the employee of his/her rights and obligations with respect to such assault, and shall render all reasonable assistance to the employee in the handling of the incident by law enforcement and judicial authorities. The Board's responsibility under this Section shall be limited to the terms and conditions of any insurance policies it may have hereunder.

10.2 Parent-Student Complaint Procedures

The principal shall attempt to resolve the complaints by any person. If staff or students are a part of the investigation of any complaint, the custodian against whom the complaint has been lodged shall be notified as soon as possible but no later than 48 hours, except that in emergency matters which could result in criminal prosecution, notification may take up to 72 hours. Before any such complaint is placed in the custodian's personnel file, the complaint shall be investigated by an administrator who shall attach a statement to the complaint noting the results of his investigation. If the complaint is resolved, the principal shall inform the custodian of the complaint and its resolution. If the complaint cannot be resolved and, in the judgment of the principal, it is serious, the complaint shall be channeled through the custodian and no action against a custodian

shall be initiated by the administration until a scheduled conference has taken place, except in emergency matters which could result in criminal prosecution or civil complaint. The custodian may request the presence of a member of the administrative staff at such conference. If the parent or the custodian is not satisfied with the results of this conference, or if the parent refuses to have a conference, the following sequence of conferences shall be employed as needed to seek resolution of the problem:

- (1) Parent-custodian-building principal
- (2) Parent-custodian-superintendent or his/her designee
- (3) Parent-custodian -Board

The custodian involved, at his/her request, shall have (a) an Association representative who is a custodian present as an observer and, (b) an Association representative at the conference with the Superintendent and the Board. The custodian may not refuse to be present at the initial conference with the parent and/or student, except with the approval of the principal. Upon the custodian's request, the specific nature of the complaint and the names of the complainant shall be made known to the custodian. In no case shall any material concerning such complaint be placed in the custodian's personnel file before said information is provided to the custodian.

ARTICLE 11 LUNCH AND REST PERIODS

Each full-time employee shall receive a thirty (30) minute unpaid lunch period. Each employee shall receive a fifteen (15) minute rest period twice each day, one such period to be in the morning and the other rest period in the afternoon, but otherwise the time of such rest periods shall be fixed by the principal. Rest periods shall be taken at the site where the employee is assigned. Rest periods shall not be deducted from the employee's time worked.

ARTICLE 12 LEAVE

12.1 Sick Leave

- A. Each full time employee shall be entitled to 15 sick days per year with an unlimited accumulation of the unused portion. Part-time employees (i.e. those working on less than a full-time basis or those employed after July 1 of the year) covered by this Agreement shall receive pro-rata sick leave. Ten (10) days are granted at the initial employment date or on July 1 of each year and subsequent days are earned at the rate of .42 days per month. The employee must be engaged in active service to the District in order for the 10 sick days to be allocated. Sick leave may properly be taken because of personal illness, quarantine at home, serious illness or death in the immediate family, or for birth, adoption, or placement for adoption. The immediate family for purposes of this Section shall include: parents, spouse, brothers, sisters, children, step-

children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, and any other person who lives in the employee's residence as a member of the household, except servants.

- B. A statement from the employee's doctor or a doctor of the Board's choice may be required by the administration to establish eligibility for sick leave when abuse of the sick leave provision is suspected or when there has been a record of excessive or repetitive absences or when the employee has been absent three (3) or more consecutive days. A doctor's statement shall also be required for any absence for birth beyond thirty (30) school days.
- C. When an employee has been absent due to illness less than five (5) days in a fiscal year, that employee shall gain an additional day of personal business leave for the next fiscal year. He/she may accumulate no more than two (2) such days based on this attendance provision. All provisions of Section 12.2, applying to the Board granted personal business days also apply to these good attendance personal business days.
- D. An employee who is absent because of disability or incapacity shall be deemed temporarily disabled as defined below and shall be entitled to maintain his/her employment rights. The period of temporary disability shall be calculated from the initial date of an employee's absence:

<u>Employed in District</u>	<u>Temporary Disability</u>
0 thru 4 years -	less than 60 consecutive school days or the exhaustion of paid leave, whichever happens last.
5 thru 20 years -	less than 135 consecutive days, or for less than 102 out of 135 school days from the same illness or incapacity or the exhaustion of paid leave, whichever happens last.
21 or more years -	less than 180 consecutive days, or for less than 135 out of 180 school days from the same illness or incapacity or exhaustion of paid leave, whichever happens last.

If a temporarily disabled employee does not have sufficient accumulated sick leave days or unpaid leave under the federal *Family and Medical Leave Act* to cover the duration of his/her absence, the Board shall grant the employee an unpaid leave of absence for the period of temporary disability, but not to exceed the number of days shown above as calculated from the onset of the disability.

Any employee who remains disabled or incapacitated after the period of temporary disability defined above and after the exhaustion of all accumulated sick leave days may request an additional extended leave of absence without pay. In its sole discretion, and considering any reasonable accommodations as required under the *Americans with Disabilities Act*, the Board may grant such a request in accordance with the terms and

conditions applicable to all unpaid leaves as set forth in Sections 13.7 and 13.8 of this Agreement.

12.2 Personal Leave

The Board shall grant to each employee one (1) day of personal leave at full pay which can be used for personal business. Personal business days may accumulate up to two (2) days. Accumulated personal business days above set limits shall be credited to accumulated sick leave account. Part-time employees covered by this agreement shall receive pro rata personal leave. Personal business leave shall be for business which cannot be conducted at times other than during the employee's workday. Employees shall, in writing, generally state the reasons for their absence. In order to be eligible for personal leave, the employee must give the principal forty-eight (48) hours notice where possible or, if not possible, as soon thereafter that the employee knows the reason to be absent for personal business leave. Personal business days shall not be allowed or taken before or after holiday, or a holiday weekend, with the exception of religious holidays. In the event too many employees request personal leave, resulting in an adverse efficiency in the operation of any school or part thereof, the administration may limit the number of employees who take personal business leave based upon last asked, first denied. An employee may, for emergency purposes only, request an additional personal business day. The request is to be submitted to the Superintendent at least seventy-two (72) hours or as soon as possible before the requested personal business day. The Superintendent will act on the request and notify the employee as soon as possible.

12.3 Jury Duty

An employee who loses time on days on which he/she is scheduled to work due to serving on jury duty or who are subpoenaed to testify in court on behalf of the District shall suffer no loss of salary thereby, provided they remit to the Board, via payroll deduction, any money they receive for such jury duty or said court appearance., He/she shall give notice to the principal of the dates of his/her absence upon receipt of any notice of jury duty. Evidence of such jury service shall be presented upon request. The employee may keep monies received for meals, lodging or mileage.

12.4 Bereavement

An employee shall be granted up to four (4) days of absence with pay due to a death of the employee's immediate family. The immediate family shall include: parents, spouse, brothers, sisters, children, grandparents, legal guardians, stepchildren, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and any other person who lives in the custodian's residence as a member of the household except servants. An employee shall be granted one (1) day of absence with pay due to the death of the employee's grandparents-in-law, aunt, uncle, or step-grandchildren. Upon request, proof of death shall be provided. Such leave shall not be deducted from sick leave.

12.5 Religious Observance Leave

Where a day of required religious observance coincides with a work day and the obligations of religious practice on such day cannot be fulfilled during non-work hours, the Board shall grant two (2) days of religious observance leave, provided the first day is to be considered a personal business leave day, in accordance with Section 13.2 above. If the employee has no personal business days available, the first such day of religious observance shall be without pay and the second day in any one school year shall be with pay.

12.6 Military

An employee inducted into the armed forces or recalled from reserve status to active duty must make application for reinstatement no later than ninety (90) days after discharge. Said employee shall be entitled to reinstatement and all benefits provided them under applicable laws. An employee who is required to attend reserve camp for up to two (2) weeks or is activated for a state or national emergency during the school term shall suffer no loss of salary thereby, provided the employee (1) remits to the Board any money received for such reserve camp duty; (2) gives notice to the principal of the period of such reserve camp duties upon receipt of such notice from the military; and (3) joins with the Superintendent, upon request, to seek to postpone such reserve camp duty until after the completion of the school term.

12.7 FMLA (Family and Medical Leave Act)

Eligible employees are entitled to up to twelve (12) work weeks of unpaid family and medical leave during a twelve (12) month period in accordance with the *Family and Medical Leave Act* (FMLA) of 1993 as calculated under the “rolling” 12-month period measured backward from the date the employee uses any FMLA leave.

FMLA leave may be used in conjunction with other leaves taken under this Article 13 for a purpose consistent with the FMLA (i.e. sick leave, personal business leave, bereavement leave, parental leave, and unpaid leave of absence). Time on these leaves shall be counted against the leave time which may be taken under the FMLA. An employee returning within the twelve (12) weeks of a FMLA leave used in conjunction with any of the foregoing leaves, except parental leave, shall be returned to the position the employee would have held if the leave had not been taken. Nothing in this section diminishes or expands the Board's or an employee's rights and duties under the FMLA except as specifically provided in this section.

12.8 Unpaid Leave of Absence

The Board may grant an employee a leave of absence without pay for any reason where it deems the leave to be of benefit to the professional needs of the District or for care of extended illness in the immediate family. The grant and duration of such leaves shall be within the discretion of the Board.

ARTICLE 13 UNIFORMS

Once per fiscal year upon the request of the employee or on the decision of the Board, the Board shall provide all non-probationary employees with \$200 reimbursement for the purpose of purchasing work shirts, work pants, or work shoes. Protective clothing for weather such as coveralls, waterproof footwear and headgear, and insulated wear are also eligible for reimbursement. Also, designees from the Association will meet with the administration to organize a work shirt purchase program for members of the Association. The district will fund the work shirt program.

ARTICLE 14 RETIREMENT

In order to be eligible for the District 201 retirement benefits provided in article 14, an employee must:

1. Have ten (10) years of full-time service within the District immediately preceding retirement.
2. Submit an irrevocable letter of intent to retire to the District Office on or before February 1st of the year prior to the year in which the earning increases provided in Article 14 below are applied before the employee's actual date of retirement.
3. The retirement shall not cause the Board to be liable for any IMRF penalties.

Only eligible employees under the criteria set forth above may elect to participate in the District retirement plan under this article. All retiring employees who meet the requirements set forth above are entitled to the benefits set forth in Sections 14.1, 14.2, 14.3 and 14.4.

14.1 Unused Sick Days

Full-time employees with at least ten (10) years of service to the District, hired prior to July 1, 2013 who retire from District 201, in accordance with Illinois Pension Code and IMRF regulations, will receive a bonus of forty dollars (\$40) for each accumulated sick day not used for IMRF credit. Full-time employees with at least ten (10) years of service to the District, hired after July 1, 2013 who retire from District 201, in accordance with Illinois Pension Code and IMRF regulations, will receive a bonus of forty dollars (\$40) for each accumulated sick day not used for IMRF credit limited to fifty (50) days.

The bonus shall be paid in a lump sum no earlier than one week after the conclusion of the first calendar month following the month in which the employee resigned from employment for purposes of retirement, such that the payment will not constitute IMRF earnings (e.g., for an employee terminating employment on June 30, 2014, the bonus payment will be made after the first week in August 2014).

14.2 Retirement Health Insurance

To be eligible for District 201 retirement health insurance benefits, a full-time employee must have at least ten (10) years of service to the District immediately preceding retirement. Up to \$1,100 per year for five (5) years will be allotted to each retiree who retires in accordance with Illinois Pension Code and IMRF regulations, for insurance costs for those choosing an insurance company other than the carrier being used by District 201. The sum of \$1,100 will be paid directly to the insurance carrier or the employee must submit proof of payment to the District for reimbursement.

A retiring employee may participate in the District's medical insurance program according to Illinois Insurance regulations, providing the retiree pays the premiums at the current rate and notifies the District at the time of retirement of their intent to participate in the District's plan.

14.3 Salary Increases

Any eligible employee (see Article 14 above) electing to retire, who provides the Board with an irrevocable letter of intent to retire, shall be paid, a guaranteed 6% increase in base salary (i.e. not on overtime) in the final year of employment. This 6% increase shall not apply to any merit bonus received.

14.4 Continued Employment

An employee that retires and wishes to work as a substitute, when needed, may do so at the rate of fifteen dollars (\$15.00) per hour for all hours worked.

ARTICLE 15 SAVINGS CLAUSE

Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

**ARTICLE 16
NEGOTIATION PROCEDURE**

The parties agree that their duly designated representatives shall negotiate in good faith with respect to terms and conditions of employment. Each party shall select its own representatives. When an impasse has been declared, the Federal Mediation and Conciliation Service shall be requested by the parties to appoint a mediator from its staff. The mediator shall meet as soon as possible with the parties or their representatives, or both, either jointly or separately, and shall take such steps as he/she may deem appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement.

**ARTICLE 17
TERMINATION**

This Agreement shall be effective as of July 1, 2013, and shall remain in full force and effect from said date to June 30, 2015, both inclusive. The Association must give written notice of its intent to bargain a successor contract by February 15th of the final year of this agreement. The terms and conditions of the existing agreement continue until the parties have settled a successor contract.

This Agreement constitutes a complete settlement of all outstanding issues between the Board and the Association and the employees. The terms and conditions may be modified only through the written mutual consent of the parties.

Westmont Custodial and Maintenance Association

Board of Education
