

	<p><b>ELMWOOD PARK</b></p> <p><b>CUSTODIAN/ MAINTENANCE</b></p> <p><b>ASSOCIATION</b></p> <p><b>AGREEMENT</b></p> <p><b>July 1, 2015 to June 30, 2020</b></p>

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# ARTICLE 1

## RECOGNITION AND DEFINITIONS

### 1.1 Recognition

The Board of Education of Elmwood Park School District No. 401, Cook County, Illinois (hereinafter referred to as the "Employer" or the "Board") recognizes the Elmwood Park Custodian Association, an affiliate of IEA/NEA, (hereinafter referred to as the "Association" or the "Union") as the sole and exclusive bargaining representative for all full-time and part-time custodial, maintenance and courier personnel (1.3A.4) (hereinafter referred to as the "Employee" or "Bargaining Unit Member") exclusive of the short term employees employed one hundred twenty (120) consecutive days or less, custodial employees and managerial employees, as defined in the Illinois Educational Labor Relations Act including the Director of Buildings and Grounds.

### 1.2 Part-Time Employees

Employees included in the bargaining unit, employed less than full-time shall receive compensation and benefits on a pro-rata basis.

### 1.3 Definitions

#### A. Employee

1. **Full-Time:** An Employee who is employed at least forty (40) hours per week.
2. **Part-Time:** An Employee who is employed less than forty (40) hours per week, but at least 20 hours per week.
3. **School-Year Bargaining Unit Members/Employees:**  
Bargaining Unit Members employed to work on all teacher employment days and including ten (10) working days before and after the school year except designated holidays.
4. **Full-Year Bargaining Unit Members/Employees:**  
Bargaining Unit Members who are employed to work on a twelve (12) month basis, under the following classifications: Head Custodian, Building or Grounds Maintenance, Night Supervisor, Full or Part-time Custodian, and Courier.

1       **B.     Days**

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3       The term "days" when used in this Agreement shall, except where otherwise  
4       indicated, mean working days.

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6       **C.     Superintendent**

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8       The title Superintendent shall indicate the Superintendent of Schools or his/her  
9       designee.

10  
11       **D.     Employer**

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13       The term Employer, Board or Board of Education shall indicate the Board of  
14       Education.

15  
16       **E.     Association**

17  
18       The term Association or Union shall indicate the sole and exclusive bargaining  
19       representative as certified by the Illinois Educational Labor Relations Board.

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21       **F.     Probationary Period**

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23       New Employees must successfully complete a probationary period of six (6)  
24       months, four (4) of which must be consecutive student attendance months. For  
25       purposes of computing the probationary period, the months of June and July shall  
26       not be considered months with students in attendance. Probationary employees  
27       may be dismissed at any time during the probationary period, without recourse.  
28       Short-term employees must successfully complete the probationary period before  
29       being eligible for fringe benefits. Upon hiring for full time status the probationary  
30       period begins regardless of the time spent as a substitute in the District.

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33                   **ARTICLE 2**

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35                   **GRIEVANCE PROCEDURE**

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37       **2.1     Definitions**

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39       A.     Any claim by the Association or an Employee that there has been a violation,  
40       misinterpretation or misapplication of the terms of this Agreement shall be a  
41       grievance.

42  
43       B.     As used herein, the term "days" shall mean days on which the school business  
44       office is open. The time limits specified in this procedure may be extended in any  
45       specific instance by mutual agreement of the parties in writing.

## 2.2 Informal Procedure

The parties hereto acknowledge that it is usually most desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and informal communications. If, however, the informal process fails to satisfy the employee or the Association, a grievance may be processed as follows:

## 2.3 Formal Procedure

- A. **Step One:** The employee and/or Association may present the grievance in writing to the immediately involved supervisor. The grievance shall set forth the facts of the grievance, the section or sections of the contract allegedly violated and the remedy requested. The supervisor shall arrange for a meeting to take place within fifteen (15) days after receipt of the grievance. Such grievance shall be submitted within five (5) days of the occurrence of the grievance or within five (5) days of when such occurrence should reasonably have become known, whichever shall first occur. Within five (5) days of the meeting, the employee and/or the Association shall be provided with the supervisor's written response.
- B. **Step Two:** If the grievance is not resolved at Step One, the employee and/or the Association may refer the grievance in writing to the Superintendent or designee within five (5) days after receipt of the Step One answer. The Superintendent or designee shall arrange for a meeting to take place within five (5) days after the receipt of the appeal. The Superintendent or his designee shall consult with the Board of Education at their next regularly scheduled meeting following the Step Two grievance meeting. Within five (5) days of the consultation, the employee and/or the Association shall be provided with the written response of the Superintendent or designee.
- C. **Step Three:** If the Association is not satisfied with the disposition of the grievance at Step Two, the Association may submit the grievance to binding arbitration. The American Arbitration Association shall act as the administrator of the proceedings. If a written demand for arbitration is not filed within five (5) days of the date for the Step Two answer, then the grievance shall be deemed withdrawn.

1 The arbitrator shall consider and decide only the specific issues submitted to  
2 him/her in writing and shall base the decision solely upon his/her interpretation of  
3 the meaning or application of the specific terms of this Agreement to the facts of  
4 the grievance presented.  
5

## 6 **2.4 General Provisions**

7

- 8 A. Each party shall bear the full costs of its representation. The cost of the arbitrator  
9 and AAA shall be divided equally between the parties. If either party requests a  
10 transcript of the proceedings, that party shall bear the full costs for that transcript.  
11 If both parties order a transcript, the cost of the transcripts shall be equally shared  
12 between the Board and the Association.  
13
- 14 B. The grievant is allowed representation of his choosing at any step of the process.  
15 When an employee is not represented by the Association, the Association may be  
16 present as an observer at all meetings.  
17
- 18 C. To the greatest extent possible, the processing of a grievance shall be during an  
19 employee's non-working time. If the grievant is required by the Board to be  
20 involved in the processing of a grievance during work hours, he/she shall be  
21 excused from work for such purposes without loss of pay.  
22
- 23 D. A grievance may be withdrawn at any level, but if withdrawn it shall be deemed  
24 denied.  
25
- 26 E. The failure of the grievant or Association to act within the time limits set forth  
27 shall preclude further appeal of the grievance. Upon failure of the Board to meet  
28 the time limits prescribed in this Article, the grievance shall be advanced to the  
29 next highest level.  
30
- 31 F. If the Association and Superintendent agree, Step One of the grievance procedure  
32 may be bypassed and the grievance brought directly to Step Two.  
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- 34 G. The Association and Superintendent by mutual agreement may extend time lines  
35 for purposes of investigating alleged grievances.  
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## ARTICLE 3

### EMPLOYEE RIGHTS

#### 3.1 Right to Organize and Participate

Employees shall have the right to organize, join and assist the Association, to participate in negotiations with the Employer through representatives of their own choosing, and to engage in other legal activities, individually or in concert, for the purpose of establishing, maintaining, protecting or improving conditions of service and the quality of the educational environment subject to the provisions of this Agreement.

#### 3.2 Discharge

No employee shall be discharged without a prior written reprimand, except that any employee may be discharged without a written reprimand for any sex offense, theft or unauthorized use of district property; use, possession or sale of drugs on school premises or involving minor children; or reporting or being on duty under the influence of drugs or alcohol. If three or more written reprimands are cited within a 12 month time period, dismissal may be instituted.

#### 3.3 Employer Hearings/Employee Rights

When any employee is required to appear before the Board concerning any matter which could directly and adversely affect the continuation of that employee's employment, he/she will be entitled to have a representative of his/her choice at such meeting. When any employee is required to appear before a member of central administration to discuss that employee's proposed suspension or termination, he/she shall be entitled to have a representative from the Association at such meeting.

#### 3.4 Break Period

Each employee shall be entitled to a duty free break period subject to such rules as may be established by the Board. Breaks shall be fifteen minutes in length. Full time employee breaks are to be taken after the first two hours and during the last two hours.

Part-time employee breaks are to be taken after the first two hours of the shift.

No break is to be used in conjunction with the lunch break.

1  
2 **3.5 Rules and Regulations**  
3

4 A copy of written Board policies and regulations relating to custodial personnel shall be  
5 given to such personnel when they are employed. Any modifications to those written  
6 policies or regulations shall be provided to personnel at the time of change.  
7

8 **3.6 Employee Notification of Assignments**  
9

10 Absent unusual circumstances, an employee shall be given written notice of his/her  
11 regular assignment prior to the start of the forthcoming school term. In the event changes  
12 in such assignments are made, the employee shall be notified as soon as possible. If the  
13 employee is dissatisfied with his/her assignment, he/she may request a meeting with the  
14 Director of Buildings and Grounds.  
15

16 **3.7 Transfers**  
17

18 The parties agree that involuntary transfer of Bargaining Unit members are to be affected  
19 only for reasonable and just cause and shall be based on seniority with the least senior  
20 employee being transferred first.  
21

22 **ARTICLE 4**  
23

24 **ASSOCIATION RIGHTS**  
25

26 **4.1 Board Meetings - Notification**  
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28 Notification of all School Board meetings are available on the District website:  
29 [www.epcusd401.org](http://www.epcusd401.org).  
30

31 **4.2 Board Minutes - Association Copies**  
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33 Copies of all approved Board minutes (excluding closed session minutes) approved after  
34 the effective date of this Agreement are available on the District website:  
35 [www.epcusd401.org](http://www.epcusd401.org).  
36



1  
2 **4.3 Names and Addresses - New Employees**  
3

4 Names and addresses of newly hired employees shall be provided to the Association  
5 within fourteen (14) days after their hiring.  
6

7 **4.4 Association Rights - Exclusive**  
8

9 The rights granted to the Association in this Agreement shall not be granted or extended  
10 to any competing labor organization for the term of this Agreement, except for those  
11 labor organizations certified as the exclusive representative of other employees of the  
12 District.  
13

14 **4.5 Payroll Deductions**  
15

- 16 A. Proper authorization for membership payroll deduction shall be the signature of  
17 the employee on an authorized form prepared by the Association and submitted to  
18 the Superintendent or his/her designee. The terms and conditions of such payroll  
19 deductions shall be consistent with said authorization subject to the following.  
20
- 21 B. Authorizations submitted to the Superintendent or his/her designee by the 15th of  
22 any month shall become effective by the first pay period of the following month.  
23 Such payroll deductions shall be equally deducted over the remaining pay periods  
24 and remitted to the Association within ten (10) working days following each pay  
25 period.  
26
- 27 C. The payroll deduction authorization shall remain in effect according to its terms,  
28 provided such authorization may be revoked in writing by the employee at least  
29 thirty (30) days prior to the date upon which such payroll deduction is to  
30 terminate. Such authorization revocation shall be provided in writing to the  
31 Business Office by the employee, with a copy provided by the employee to the  
32 Association. Such authorization shall be deemed to be automatically revoked upon  
33 termination of employment.  
34
- 35 D. All members of the bargaining unit shall use Direct Deposit for salary payments  
36 unless exceptional circumstances exist, whereupon the Superintendent or designee  
37 may grant a personal exception to this rule.  
38  
39

#### **4.6 Association Use of District Facilities and Equipment**

The Association shall be permitted the use of available school buildings for meetings of the Association pursuant to reasonable advance notice to the building principal, provided that this section shall not apply where there are more than fifteen (15) persons in attendance unless at least 90% of those in attendance are employees of the Board or members of their immediate family and provided that the Association shall promptly reimburse the Board for any expenses incurred therewith and for any damages that may arise there from. All Association members shall be entitled to attend not more than four (4) meetings in each school year even if such meeting conflicts with their regularly scheduled work time, provided such meetings shall not exceed one (1) hour in length, and shall be scheduled at such times as will affect the working hours of the fewest number of employees.

#### **4.7 Bulletin Boards**

The Association shall be permitted the use of a bulletin board in each school building designated by the administration for the purpose of internal communications, provided all such publications shall be identified as Association material and initialed by the authorizing office of the Association.

#### **4.8 Restrictions on Association Use of District Facilities, Equipment and Bulletin Boards**

The Association's rights under Paragraph 4.6 and 4.7 are contingent upon the absence of any need by the School District to use such equipment or property for any aspect of the school program and that such use by the Association shall be restricted to occasions where designated school employees are present.

#### **4.9 Credit Union**

The Employer shall provide an optional payroll deduction plan for the District designated Credit Union. Participation therein shall be subject to the policies, rules and regulations of said Credit Union.

#### **4.10 Maintenance of Membership**

All employees covered by this Agreement who are members of the Association shall, commencing at the start of the 1987-1988 school year and continuing thereafter during the term of this Agreement and for so long as they remain employees, either continue their membership in the Association or pay to the Association their fair share of the cost of the services rendered by the Association that are chargeable to non-members under state and federal law. All employees hired after July 1, 1987 shall be subject to the Fair Share terms of this contract.

1 The Association shall certify to the Board the amount of the annual fair share fee, not to  
2 exceed the dues uniformly required of members of the Association. The Association  
3 shall further certify to the Board that "Notice of Fair Share" has been posted in  
4 accordance with the IELRB rules and regulations. No payroll deduction of fair share fees  
5 shall be made until at least fourteen (14) days after such certification. Such fair share  
6 payments shall be deducted by the Board from the earnings of the non-member  
7 employees and be paid to the Association. The amount certified by the Association shall  
8 not include fees for contributions related to the election or support of any candidate for  
9 political office. The Association shall indemnify and hold harmless the Board of  
10 Education, its members, officers, agents, and employees from and against any and all  
11 claims, demands, actions, complaints, suits or other forms of liability, including but not  
12 limited to, damages, attorneys' fees, and costs that shall arise out of or by reason of action  
13 taken by the Board for the purpose of complying with the above provisions of this Article,  
14 or in reliance on any list, notice, certification, affidavit, or assignment furnished under  
15 any of such provisions.

16  
17 In the event of any legal action against the Employee brought in a court or administrative  
18 agency because of its compliance with this Article, the Association agrees to defend such  
19 action, at its own expense and through its own counsel, provided:

- 20  
21 A. The Employer gives immediate notice of such action in writing to the Association  
22 and permits the Association intervention as a party if it so desires, and;  
23  
24 B. The Employer gives full and complete cooperation to the Association and its  
25 counsel in securing and giving evidence, obtaining witnesses and making relevant  
26 information available at both trial and all appellate levels.  
27  
28

## 29 **ARTICLE 5**

### 30 **EMPLOYER'S RIGHT**

- 31  
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33 **5.1** The Employer retains its statutory right to manage the school district as respect to matters  
34 of inherent managerial policy, which shall include, but not be limited to, such areas of  
35 discretion or policy as the functions of the Employer, standards of services, its overall  
36 budget, the organizational structure and selection of new employees and direction of new  
37 employees. Implementation of these rights shall be consistent with the Agreement and  
38 with the Illinois Educational Labor Relations Act.  
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## ARTICLE 6

### WORKING CONDITIONS

#### 6.1 Work Day

##### A. Full-Time Employees

The standard workweek for all full-time employees shall be forty (40) hours per week and eight (8) hours per day. Each employee shall be entitled to a lunch or dinner break of thirty (30) minutes, which shall not be included within the forty (40) hour week or eight (8) hour day. See section 3.4 regarding Break Period.

Any full-time employee required to work in excess of forty (40) hours per week shall be paid at the rate of one and one-half (1.5) times the normal rate of pay, provided, however, that head custodians shall conduct weekend or holiday building inspections as part of their regular duties without additional compensation. In the event there are no volunteers, the employer reserves the right to assign the appropriate employee. The Employer retains the right to assign at least one custodian per building on a Tuesday through Saturday shift as well as realign the shifts (days or hours) of all Custodial/Maintenance personnel. Such assignment can be implemented upon one-week notice to the effected employee.

Any full-time employee required to work:

- Sundays or holidays will receive compensatory time or pay at the rate of two (2) times (double-time) the normal rate of pay if they have already worked the full 40-hour week.
- **The first emergency call:** On a Sunday or Holiday – paid a two (2) hour minimum, at two (2) times (double-time) the rate of pay. On Monday through Saturday – paid a two (2) hour minimum, at the overtime rate of pay.
- If an additional emergency call is necessary for the same situation at the (same building) – the employee will be paid for actual time worked at the appropriate rate of pay (time and a half after 40 hours, Sunday or Holiday pay--see above) after the initial two hours.
- An on-call list shall be developed for overtime. It shall consist of one employee for the high school, one employee for all elementary schools and one additional employee at large.

##### B. Part-Time Employees

Part-time employees employed for at least twenty (20) hours per week, but less than forty (40) hours per week, shall be provided one (1) fifteen (15) minute break for every workday of at least four (4) hours in length. Part-time employees employed for any workday for more than four (4) hours shall also be entitled to one (1) twenty (20) minute food break which shall not be included within the workday. All breaks must be separated by at least sixty (60) minutes.

## 6.2 Holidays

Employees shall be provided 15 paid holidays per year, with the schedule to be determined annually.

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day *
President's Day	Thanksgiving Day
Pulaski Day *	Friday after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve

\* To Be Determined Annually – These days might not be celebrated on the actual calendar day but rather on another date. The days used must be non-student attendance days.

There shall be one floating holiday, which needs pre-approval from the Director of Building and Grounds, for each employee covered by this agreement. Part-time employees shall receive a pro-rated share of this benefit. Such day cannot be taken during any emergency or when school is in session. Employees are subject to a “call back” from this holiday if an emergency occurs.

In order to receive holiday pay, the employee must work the scheduled work days immediately, prior to, and after the scheduled holiday. Any holidays declared as school holidays by the Governor or the Superintendent shall become paid holidays for all employees.

Eligible employees shall be paid for those holidays approved annually by the Board and reflected on the school calendar. Any such holidays shall be paid provided the holiday is celebrated on a scheduled workday. In order to be eligible for holiday pay, the employee must work the scheduled workdays immediately before and after the holiday, unless absent due to a scheduled vacation. In the event Christmas Eve, Christmas Day, New Year's Eve or New Year's Day falls on a weekend day, the relevant scheduled workday immediately preceding and following the holiday shall be paid, provided school is not in session. In the event Independence Day falls on a weekend day, the relevant scheduled work day immediately preceding or following the holiday shall be paid as declared by the Board and provided school is not in session.

## 6.3 Uniforms and Equipment Provided

A. The employer shall provide, without cost to the employee, uniforms in a style and color for appropriate employees as determined by the employer.

- 1 B. The Board shall provide, without cost to the employee, such equipment as is  
2 deemed necessary by the Board for the employee to perform his/her duties.  
3

#### 4 **6.4 Overtime** 5

- 6 A. Eligible employees working assigned, pre-approved time in excess of forty (40)  
7 hours shall be given either overtime pay or compensatory time at the rate of one  
8 and one-half (1.5) times, the employee's regular rate of pay. The employee may  
9 elect to take either overtime pay or compensatory time off. Paid holidays,  
10 approved sick leave, personal business days, or vacation days shall not be  
11 included as regular time for purposes of computing overtime.  
12

- 13 B. In the event overtime is required, the Director of Building and Grounds or  
14 designee shall solicit volunteers to fill the overtime positions. Overtime shall be  
15 offered based on a simple rotation of all bargaining unit members, unless the job  
16 requires special skills, beginning with the most senior member. If a member  
17 accepts the offer, or if they refuse the offer, their name goes to the bottom of the  
18 rotation list following that assignment. Training will be offered for members  
19 accepting overtime assignments in buildings or tasks with which they are  
20 unfamiliar. In the event no volunteers are available or the volunteers available are  
21 unqualified in the opinion of the Director of Building and Grounds or designee,  
22 overtime may be assigned. Reasonable advance notice will be given to employees  
23 assigned overtime.

24 If a designated assignment is refused more than three (3) times, a written  
25 reprimand may be executed.  
26

- 27 C. Only forty-five (45) hours of compensatory time can be earned in a contract year.  
28 Use of compensatory time must be approved by the employee's immediate  
29 supervisor. Compensatory time earned must be used during the contract year in  
30 which it is earned or cashed in for pay at the rate in effect for the employee at the  
31 time the employee receives such payment.  
32

- 33 D. All overtime hours worked must be pre-approved in writing by the Director of  
34 Buildings and Grounds and submitted on a timesheet to the Director of Buildings  
35 and Grounds in accordance with business office procedures for processing payroll.  
36 Requests for use of compensatory time off shall be submitted in writing to the  
37 Director of Buildings and Grounds in accordance with business office procedures  
38 for processing payroll.  
39

- 40 E. Head custodians shall not receive overtime compensation except with the prior  
41 written approval of the Director of Buildings and Grounds, or except in  
42 emergencies which shall be explained as soon as practicable.  
43

- 44 F. In the event an employee's regular permanent assignment requires the  
45 performance of duties in more than one job classification, the overtime pay rate to  
46 be used to calculate compensation for the employee for the overtime work shall be

1 the rate of the classification which caused the employee to work such overtime  
2 hours.

- 3  
4 G. In no case will there be overtime paid for heat checks during the weekend or  
5 during times when schools are in session, or during a holiday when heat checks  
6 are provided by the Head Custodian or designee.  
7

## 8 **6.5 Attendance and Call In Procedure** 9

- 10 A. If you are a day employee, your absence must be called in to the Director of Buildings  
11 and Grounds at least one hour prior to the starting time on the day of the absence. If  
12 you are a night employee, your absence must be called in to the Director of Buildings  
13 and Grounds prior to noon on the day of the absence. In the event that you are unable  
14 to meet these timelines due to a personal emergency, please contact the Director as  
15 soon as possible.  
16
- 17 B. Upon your return to work, you are to immediately fill out an absence sheet and give it  
18 to your supervisor. The absence sheets will be submitted every Monday to the  
19 Director of Buildings and Grounds.  
20
- 21 C. All employees are required to hand scan in and out immediately before and after  
22 completing their shift. When additional time is needed to go beyond the regular work  
23 day, approval must be granted by the Director of Buildings and Grounds prior to  
24 working the extra time, or, in the event of an emergency, a text or phone message  
25 must be sent to the Director providing information about the request for extra time.  
26
- 27 D. Hand scanning out for lunch is required when you leave your assigned building.  
28 Hand scanning is required upon your return.  
29
- 30 E. All employees are required to start their shift at the designated time. If an employee is  
31 late, the employee will be docked for that amount of time. All employees are required  
32 to end their shift at the designated time. Make-up time at the end of a shift is not  
33 allowed.  
34  
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## 37 **ARTICLE 7** 38

### 39 **LEAVES** 40

#### 41 **7.1 Sick Leave** 42

43 Each employee will be awarded six (6) sick days on July 1, 2015. A review of the usage  
44 in the previous half-year will be conducted in December 2015. If the review of usage of  
45 the entire group shows that at least fifty (50)% of the group used fifty (50)% or less of  
46 their sick days, the remaining six (6) days will be awarded on January 1, 2016. This

process will continue throughout the length of this contract and these reviews will take place twice annually near the end of the half-year period. In the event that the group does not meet the criterion, the sick day allocation will revert back to the previous practice of earning one sick day per month for the next six-month period. New employees may have their sick day allocation pro-rated depending on their starting date. Partial months are not counted unless ten (10) or more days are worked. Total accumulation of sick days shall not exceed 190 days. A long-term absence required by a written medical authorization presented to the District will not count against the group's half-year total.

Sick leave shall include absence because of death or serious illness in the immediate family, including husband, wife, sister, brother, father, mother, children, grandparents, uncles, aunts, nephews, nieces, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and for funerals of these relatives. In the case of illness, a doctor's certificate may be required by the Board of Education before such pay is given.

If a paid holiday occurs during a time of sick leave absence, non-certificated personnel shall not be charged a day of sick leave for said holiday.

## **7.2 Paid Bereavement**

- Five (5) consecutive bereavement days will be granted annually for the death of a parent, spouse or child.
- One (1) bereavement day will be granted per occasion for the death of other immediate family members of employee or spouse. Immediate family is defined in sick leave. Up to five (5) days will be granted annually.
- Use of sick time is permitted if additional days are needed.

## **7.3 Personal Leave**

Full-time employees shall be granted two personal days annually. Such days shall be granted only for reasons which cannot be scheduled except during an employee's designated work time, and which affect the financial welfare of the employee, for court appearances, for religious holidays, for illness or death (non-relative), and for emergencies approved by the Superintendent or his designee. Such days shall not be available in the event of a work stoppage of any kind.

- A. Employees shall make application through the Director of Buildings and Grounds forty-eight (48) hours in advance. Applications submitted to the Director of Buildings and Grounds must be signed by the Business Manager or designee.
- B. Personal distress days shall not be granted the day before or the day after a school holiday or vacation.
- C. Unused personal distress days shall accumulate as sick leave.



1  
2 D. A third day, which shall be non-cumulative, may be granted by the Superintendent  
3 or his designee in accordance with the above procedures. The decision of the  
4 Superintendent or his designee shall be non-grievable and non-precedential. An  
5 amount equal to the base pay of the substitute will be deducted from the  
6 employee's pay.  
7

#### 8 **7.4 Accident or Injury Leave**

9

10 Any absence incurred by an employee which results from an accident or injury incurred  
11 while performing duties for School District No. 401 shall not be charged against an  
12 employee's sick leave days and the Board shall pay the employee's wages and benefits in  
13 full until the employee becomes eligible to apply for Worker's Compensation benefits.  
14 The Board shall not be responsible for the payment of wages or benefits of an employee  
15 once that employee is eligible to apply for Worker's Compensation benefits. A position is  
16 held for the period of time the doctor (worker's comp. doctor) disallows returning to  
17 work. If the employee fails to return to work upon the physician release, the position will  
18 no longer be held. While an employee is off work on unpaid leave, the employee will not  
19 accumulate sick leave or vacation leave unless the unpaid leave is in conjunction with  
20 FMLA or Worker's Compensation leave.  
21

#### 22 **7.5 Jury Duty**

23

24 An employee shall experience no loss in pay or paid leave benefits because of jury duty or  
25 because the employee, pursuant to a subpoena issued by the clerk of the court and served  
26 upon the employee, attends as a witness upon trial or to have his/her deposition taken in  
27 any school related matter pending in court. The Board may deduct from the employee's  
28 pay an amount equal to the amount received for such jury duty or for per diem fees to  
29 which the employee is entitled for complying with such subpoena, less any transportation  
30 expenses incurred by the employee and documented to the Business Office. Employees  
31 required appearing for such jury duty; trial or deposition shall immediately provide the  
32 principal with a copy of the jury summons or subpoena.  
33

#### 34 **7.6 Release Time**

35

36 When negotiations, grievances, arbitrations, or any other usual and normal function of  
37 labor-management relations are conducted during an employee's regular work hours,  
38 release time shall be provided for any and all employees involved without loss of pay.  
39

#### 40 **7.7 In-Service Training**

41

42 There shall be three (3) in-service days for employees during a regular year, if requested.  
43 Each employee may attend in-service training outside the district by providing the  
44 Superintendent with the time, place and general overview of the in-service taking place at  
45 least five (5) days prior to the event taking place. The in-service must be approved by the  
46 Superintendent.

1  
2 A committee shall be formed consisting of two employees working with the  
3 Superintendent to determine the types of in-service training required by the employees  
4 and arranging for such training to take place.  
5

6 In the event of a major training (more than two (2) days of training), the employee will  
7 discuss the feasibility of such training with his/her immediate supervisor.  
8

9 The provisions granted in this article are in addition to those granted under the Illinois  
10 School Code, Section 3.11.  
11

## 12 **7.8 Family and Medical Leave Act (FMLA)**

13  
14 Employees will be eligible for and have access to leave under the Family Medical Leave  
15 Act, as provided in the Act. The Board's Family and Medical Leave Act  
16 Policy shall be included in the Board Policy Manual. Required FMLA notices shall be  
17 posted at the District's schools where they may be readily seen by employees.  
18

19 The FMLA form can be obtained on the District's intranet.  
20  
21

## 22 **ARTICLE 8**

### 23 **VACATIONS**

#### 24 **8.1 Vacation Scheduling**

25  
26 Full-time employees shall be entitled to paid vacation time as set forth in Section 8.2  
27 below. Vacation time shall be scheduled on a form prepared by the Director of Buildings  
28 and Grounds. Whenever possible, the requested scheduled time for each eligible  
29 employee shall be granted, subject to the maintenance needs of the building and the  
30 approval of the principal or designee upon at least six (6) weeks advance notice from the  
31 employee(s). If unforeseen circumstances occur, vacation requests may be considered  
32 with less than six weeks notice, but the request may be subject to rejection. In instances  
33 where conflicts in scheduling arise, the employee with the greatest seniority shall be  
34 given preference. No vacation will be available in the month of August unless  
35 extenuating circumstances occur, which may be sanctioned by the Superintendent or  
36 designee, for all bargaining unit members.  
37  
38  
39

#### 40 **8.2 Vacation - Annual Allotment**

41  
42 Full-time employees shall accrue vacation time on the following schedule based on a  
43 July 1 - June 30 fiscal year.  
44

45 Less than one (1) year -- one (1) day per full month worked not to exceed ten (10)  
46 days

One (1) year to five (5) years -- ten (10) days

Six (6) years to fifteen (15) years -- fifteen (15) days

More than fifteen (15) years -- twenty-two (22) days

With reference to “part-time employees”: (see section 1.2), vacation accrued for part-time employees is .5 of full-time (ten days vacation = 10, four (4) hour days). If a part-time employee becomes full-time, accrual begins at year one.

### **8.3 Use and Accumulation of Vacation Time**

Vacation time shall be used in the school year following the school year it is earned. Employees may accumulate one (1) week of earned vacation time, which must be used in the succeeding school year, or up to one (1) week may be converted to sick days. Written notice must be submitted by June 1 if conversion is requested.

### **8.4 Vacation Pay Upon Termination**

Upon termination an employee shall be paid for all unused vacation time on a pro-rata basis.

## **ARTICLE 9**

### **EMPLOYEE EVALUATIONS**

#### **9.1 Formal Evaluations**

All formal evaluations of the work of each employee shall be conducted with the knowledge of the employee. Informal evaluations may occur on a daily basis. All evaluations remain permanently in a worker’s personnel folder. The Director of Buildings and Grounds will provide an annual written evaluation for all bargaining unit members. The Director of Buildings and Grounds will also be evaluated in written form. Input will be provided by the administration for all evaluations.

#### **9.2 Notification of Evaluation Process**

Within a reasonable period of time after the beginning of the school term, the Board or designee shall familiarize each employee under his/her supervision with the evaluation process. Such notification of the evaluation process shall continue each year for new employees or, in the event of a change in such process, for all employees.

1   **9.3    Evaluation - Frequency**

2  
3       The Board or designee shall evaluate each employee at least once during each school  
4       year. If an employee requests a formal evaluation at least one (1) such evaluation shall be  
5       conducted during that school year or within thirty (30) days if the request is made during  
6       June of the school year.

7  
8   **9.4    Post-Evaluation Conference and Procedure**

9  
10       Within ten (10) employment days following the formal observation, the evaluator shall  
11       convene a meeting with the employee to discuss the evaluation. The employee shall be  
12       given a copy of the written evaluation at said conference. If the employee disagrees with  
13       the evaluation, he/she may submit a written response, which shall be attached to the file  
14       copy of the evaluation in question.

15  
16  
17                   **ARTICLE 10**

18  
19                   **SUBCONTRACTING**

20  
21   **10.1**   The Board may enter into a contract for custodial or maintenance services currently and  
22       routinely performed by custodial or maintenance staff as permitted by Section 5/10-  
23       22.34c of the *Illinois School Code*. Nothing herein shall restrict the right of the Board to  
24       employ outside contractors or individuals to perform painting services or other limited  
25       time or specialized services needed by the District.

26  
27  
28  
29                   **ARTICLE 11**

30                   **SENIORITY**

31  
32  
33   **11.1    Definition**

34  
35       Seniority shall be defined as the number of months of continuous service that a full-time  
36       employee has worked in a particular job classification in the District. Seniority shall  
37       accumulate on a monthly basis and an employee who works at least fifteen (15) workdays  
38       in a month shall be credited with one (1) month seniority. Sick days, paid holidays and  
39       vacation days shall count toward the monthly number of days worked. Unpaid leaves of  
40       absence, layoffs, suspension days, unpaid sick days, etc., shall not count toward the  
41       monthly number of days worked. In the event individuals have equal seniority, ties in  
42       seniority shall be broken by lot. No seniority credit is accrued by part-time employees.

## **11.2 Classifications within Bargaining Unit**

For purposes of this Agreement, all bargaining unit members shall be placed in one of the following classifications based on their current assignments:

- A. Custodial
- B. Building Maintenance
- C. Part-Time Custodial
- D. Head Custodian
- E. Grounds Maintenance
- F. Courier
- G. Night Supervisor

In the event that a custodian has served as a maintenance employee, he shall receive seniority credit for such time served. In the event a maintenance employee has served as a custodian, he shall receive seniority credit for such time served.

In the event that an employee moves to another classification, seniority credit will not be lost. In addition, an employee moving to a higher paid classification will be paid at the higher non-probationary salary. An employee moving to a lower paid classification will be paid at the lower non-probationary salary. Part-time custodians who move to a full-time position will begin at the probationary salary for that position.

## **11.3 Maintaining and Posting Seniority Lists**

The Board shall annually prepare and distribute a seniority list to employees covered by this Agreement on or before January 1. An employee shall have until January 15 to challenge his/her placement on the seniority list. Thereafter the list shall be deemed permanent. A copy of the final seniority list shall be provided to the Association.

## **11.4 Loss of Seniority**

An employee shall lose his/her seniority upon:

- A. Resignation
- B. Dismissal for Cause
- C. Retirement

# **ARTICLE 12**

## **REDUCTION IN PERSONNEL, LAYOFF AND RECALL**

### **12.1 Notice**

If the bargaining unit member(s) is/are removed, dismissed or laid off as a result of a decision by the Board to decrease the number of bargaining unit employees or to discontinue a particular type of bargaining unit service, written notice shall be given to

1 the employee(s) by certified mail at least thirty (30) days before the employee is removed,  
2 dismissed, or laid off, together with a statement of honorable dismissal and the reasons  
3 therefore.  
4

## 5 **12.2 Procedure**

6

7 The employee(s) with the shorter length of seniority within the respective classifications,  
8 as defined in Section 11.2 of this Agreement, shall be dismissed first.  
9

10 For purposes of implementing this provision, employees with ten (10) or more years of  
11 service in the School District shall have seniority calculated based upon total years of  
12 service to the School District. Employees with less than ten (10) years of experience shall  
13 have seniority calculated based upon years of experience within the classification of  
14 position held at the time the reduction in force or layoff occurs. Ties in seniority shall be  
15 broken by lot.  
16

## 17 **12.3 Substitution**

18

19 A laid off employee shall, upon application of the employee on a form provided for that  
20 purpose, be granted priority status on the substitute list based upon his/her seniority. If  
21 the employee declines substitute service twice, he/she shall lose priority standing. An  
22 employee may appeal to the Superintendent or designee the removal of his/her name from  
23 the substitute list upon submission of bona fide evidence of illness or incapacity. The  
24 decision of the Superintendent or designee shall be final and non-grievable.  
25

## 26 **12.4 Recall Rights**

27

28 If the Board has any vacancies for the following school term or within one calendar year  
29 from the beginning of the following school term, the position thereby becoming available  
30 within the specific classification as defined in Section 11.2 of this Agreement shall be  
31 tendered to the employee(s) so removed or dismissed from that classification so far as  
32 they are qualified to hold such position. Recall shall be in order of seniority, with the  
33 most senior employee being recalled first. Notice of recall shall be sent by certified mail  
34 to the last known address as shown in the personnel records of the Business Office. The  
35 recall notice shall state the time and date on which the employee is to report back to  
36 work.  
37

## 38 **12.5 Employee's Obligation to Respond to Recall**

39

40 It shall be the employee's responsibility to keep the Board notified as to his/her current  
41 mailing address. A recalled employee shall be given ten (10) calendar days from the  
42 mailing of a recall notice, excluding Saturday, Sunday and holidays, to report to work.  
43 The Board may fill a position on a temporary basis until the recalled employee can report  
44 for work providing the employee reports on the assigned date. Employees recalled to  
45 full-time work are obligated to take said work. An employee who declines recall to full-  
46 time or fails to report on the assigned date shall forfeit his/her seniority rights.

1  
2  
3 **ARTICLE 13**  
4

5 **VACANCIES AND TRANSFERS**  
6

7 **13.1 Definition**  
8

9 A vacancy shall be defined as a newly created position or a present position that is not  
10 filled within the job classification established in Paragraph 11.2. Only the first two (2)  
11 vacancies need to be posted if an employee is chosen to fill the vacancy.  
12

13 **13.2 Posting of Vacancies**  
14

15 All vacancies shall be posted in a conspicuous place in each building of the district for a  
16 period of five (5) workdays. Said posting shall contain the following information:  
17

- 18 A. Type of Work  
19 B. Location of Work  
20 C. Classification  
21

22 **13.3 Application**  
23

24 An employee may apply in writing to the Superintendent or his designee for a vacancy or  
25 promotional vacancy at any time during the posting period. After six months probation,  
26 an employee shall be granted an interview if he/she so desires. The Board shall have the  
27 exclusive and sole right to determine who is employed to fill a vacancy giving priority  
28 consideration to existing employees.  
29

30 **13.4 Notification to the Applicants**  
31

32 The Board shall advise any employee seeking to fill a vacancy of its decision after the  
33 expiration of the posting period.  
34

35 **13.5 Permanent Employees**  
36

37 Effective with this Agreement, when a temporary worker has worked one hundred twenty  
38 (120) consecutive days they will be recognized as a permanent employee and member of  
39 the bargaining unit. Beginning on the one hundred twenty-first (121st) day, they will  
40 receive the salary, benefits and all rights and privileges of a bargaining unit member.  
41 This provision will not apply to substitute employees who are filling the position of a  
42 regular employee on an approved or required leave of absence who has a contractual or  
43 statutory right to return to his or her position at the end of such leave.  
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## ARTICLE 14

### COMPENSATION AND RELATED BENEFITS

#### 14.1 Life Insurance

The Board shall provide term life insurance in the amount of \$15,000.00 per employee. The District will purchase an income protection plan, which shall provide the employee 60% of his/her annual compensation until age 65 for any disability due to illness or accident, when considered in conjunction with any benefits from the disability section of the Illinois Municipal Retirement System. The maximum monthly benefit shall be limited to \$2,000.00 per month. The waiting period shall be three (3) months.

#### 14.2 Board Payment to Illinois Municipal Retirement Fund

From the Compensation Schedule, the Board shall deduct and remit for each employee eligible to participate in the Illinois Municipal Retirement Fund (hereinafter "employee(s)"), a sum equal to the Board's share of the current year's IMRF requirement. It is the intent of the parties, by this Agreement, to qualify these payments as "picked-up" contributions within the meaning of Section 4.14(h)(2) of the Internal Revenue Code so as to be excludable from the gross income of all such employees. Such employees shall have no right or claim to the funds so remitted except as they may subsequently become available upon retirement or resignation from the Illinois Municipal Retirement Fund.

No such employee shall have the option of choosing to receive the amounts contributed by the Board directly and the assumption and payment of such employees' required contribution to the Illinois Municipal Retirement Fund is a condition of employment made in order to secure each employee's future services, knowledge and experience.

The balance of the amount due each such employee pursuant to such Compensation Schedule shall be payable to the employee as salary installments as otherwise provided herein, provided the Board shall deduct there from all monies as required by law or as authorized by the employee pursuant to this Agreement, or as otherwise authorized by the Board. Such withholding shall include any and all additional amounts required to be paid to the Illinois Municipal Retirement Fund for the amount of such employee.

#### 14.3 Hospitalization, Medical, Vision and Dental Insurance

For employees commencing work July 1, 2010 and thereafter, the Board will contribute 80% towards the cost of the monthly premium for single coverage, 60% towards single plus one dependent coverage, or 50% towards family coverage. For employees employed prior to July 1, 2010, and employees beginning their fifth year of service, the Board shall contribute 90% towards the cost of the monthly premium for single coverage, 70% towards single plus one dependent coverage, or 65% towards family coverage.



#### **14.4 Mileage Within District**

Employees shall be compensated for all mileage at the current I.R.S. rate of each school year, as a result of personal use of the employee's car in order to perform assigned duties, provided such use has received a written prior approval of the Superintendent or designee.

#### **14.5 Pay Days**

Paydays shall be on the 15th and the last day of the month. In the event a regular payday falls on a holiday or day when the Business Office is closed, such payday will be the last office working day before the regular pay date.

#### **14.6 Medical Insurance After Retirement**

All retiring employees covered under the Illinois Municipal Retirement Fund shall be eligible for coverage under group hospital and major medical insurance at their own expense. (In accordance with 215 ILCS 5/367j (1994), Municipal Employee's Continuance Privilege.) Eligibility for said group hospital and major medical insurance will cease when retiree becomes eligible for Medicare.

#### **14.7 Pay Schedule**

The pay schedule shall be as set forth in Appendix A which is attached to and incorporated in this Agreement.

#### **14.8 Severance Award**

Any bargaining unit member who is at least sixty (60) years of age and retires from the District with at least 15 continuous years of service will receive a severance bonus equal to \$80 for each year of continuous service in the District. A bargaining unit member may declare his/her intention to retire up to two (2) years prior to the actual retirement date. If notice of the intent to retire is received by June first of the year before or two years before the retirement date the District will apply as much of the severance bonus as possible to increase the bargaining unit member's salary up to a maximum of 6% over the previous year's salary. If there is any of the severance bonus remaining after increasing the member's salary to 6% that money will be paid in a single lump sum to the bargaining unit member between 35 and 60 days following the date of retirement. If a bargaining unit member gives two (2) years notice of the intent to retire, the severance award will be applied equally to the last two year's salary in an attempt to increase the salary by a maximum of 6%.

1 **14.9 Pay Upgrade**

2  
3 When the District requires a bargaining unit member to do the work of a position that has  
4 a designated pay rate greater than that of the position the bargaining unit member holds,  
5 the District will pay the bargaining unit member the higher of the two (2) pay rates  
6 beginning on the twenty-first (21st) day that the bargaining unit member is doing the  
7 work of this higher grade position.  
8

9 **14.10 Probation**

10  
11 New employees will serve probation for the first six (6) months of employment. These  
12 months must be consecutive, four of which shall be while schools are in session during  
13 the regular school year.  
14

15 **ARTICLE 15**

16  
17 **EFFECT OF AGREEMENT**

18  
19 **15.1 Complete Understanding**

20  
21 The terms and conditions set forth in this Agreement represent the full and complete  
22 understanding and commitment between parties.  
23

24 **15.2 Contractual Amendments**

25  
26 The express terms of this Agreement shall constitute a binding obligation of both the  
27 Employer and the Association and for the duration hereof may be altered, changed, added  
28 to, deleted from, or modified only through the voluntary, mutual consent of these parties  
29 by written and signed amendment to this Agreement.  
30

31 **15.3 Individual Contracts**

32  
33 Any individual contract between the Employer and an individual bargaining unit member  
34 heretofore executed shall be subject to and consistent with the terms and conditions of  
35 this Agreement. Any individual contract hereafter executed shall be expressly made  
36 subject to and consistent with the terms and conditions of this or subsequent agreement to  
37 be executed by the parties. If an individual contract contains any language inconsistent  
38 with the Agreement, this Agreement, during its duration, shall be controlling.  
39

40 **15.4 Contract Versus Board Policy**

41  
42 This Agreement shall supersede and have precedence over any rules, regulations or  
43 practices of the Employer, which shall be contrary to or inconsistent with its terms. The  
44 provisions of this Agreement shall be incorporated into and be considered part of the  
45 established policies of the Employer.  
46  
47

1 **15.5 No Strike - No Lockout**

2  
3 During the term of this Agreement and any extension thereof, the Board shall not lock-out  
4 its employees and no employee covered by this Agreement nor the Association, nor any  
5 person acting on behalf of the Association, shall ever or at any time engage in, authorize,  
6 or instigate any picketing, any recognition of any picket line on the School District's  
7 premises, any strike, slow-down or other refusal to render full and complete services to  
8 the Board, or any activity whatsoever which would disrupt in any manner, in whole or in  
9 part, the operation of the School District. In the event of any violation or violations of  
10 any provisions of this section by the Association, its members or representatives or by the  
11 employee, any violating employees shall be subject to discipline or discharge as  
12 determined appropriate in the sole and unilateral discretion of the Board.  
13

14 **15.6 Waiver of Bargaining**

15  
16 The Association acknowledges that during the negotiations resulting in this Agreement, it  
17 had the unlimited right and opportunity to make demands and proposals with respect to  
18 any subject or matter not removed by law or by specific agreement of the parties and that  
19 the understanding and agreements by the parties after the exercise of that right and  
20 opportunity are set forth in this Agreement. Therefore, the Association, for the life of this  
21 Agreement, voluntarily and unqualifiedly waives any right which otherwise may exist  
22 under law, practice, or custom to negotiate over any matter during the term of this  
23 Agreement, and it agrees that the Board shall not be obligated to bargain collectively with  
24 regard to any matter or subject referred to or covered in this Agreement, or with respect to  
25 any subject or matter not specifically referred to or covered in this Agreement even  
26 though such subject or matter may not have been within the knowledge or contemplation  
27 of either or both of the parties at the time that they negotiated or signed this Agreement,  
28 except the Board and the Association shall be required to bargain over the impact of any  
29 major change in working conditions. A major change in working conditions shall be  
30 interpreted to mean subcontracting services as required by Article 10, an increase of work  
31 responsibility of twenty percent (20%) or more, or the like.  
32

33 This provision shall not be construed to prohibit the Board from making unilateral  
34 changes in Board policy and practices provided such changes do not conflict with the  
35 express provisions of this Agreement. Moreover, this provision shall be construed  
36 subject to Article 5 of this Agreement.  
37

38 **15.7 Duration**

39  
40 This Agreement shall be effective with the start of normal business on July 1, 2015 and  
41 shall remain in full effect until the close of business on June 30, 2020.  
42  
43  
44

CUSTODIAL SALARIES 2015-2020

<u>Position</u>	<u>1st Year</u>	<u>2<sup>nd</sup> Year</u>
Head Custodians	22.16	27.12
Night Supervisor	21.00	25.80
Building/Grnds. Maintenance	21.00	25.80
Custodians	19.95	24.60
Courier	19.95	24.60
Part Time Custodians	14.20	17.42

Note: Second shift differential is .20 cents per hour. This night differential is paid in the summer, even if the work is performed during the day.

Head Custodians shall be paid a 62 cent differential for all hours worked, *which is in lieu of any additional compensation for building and heat checks.*

The above chart represents the starting and second year salaries for new or current first year employees. Percentage increases noted below apply to all continuing employees who have completed at least two years of service in the District.

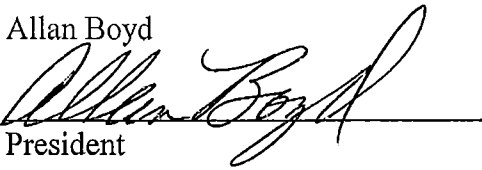
This contract will be in effect from July 1, 2015 through June 30, 2020. The rates listed above will remain in place for the duration of the contract. The annual percentage increases applied to the previous year's salaries for all positions will be:

2015 – 2016	Four (4) %
2016 – 2017	Four (4) %
2017 – 2018	Four (4) %
2018 – 2019	Two (2) %
2019 – 2020	Two (2) %

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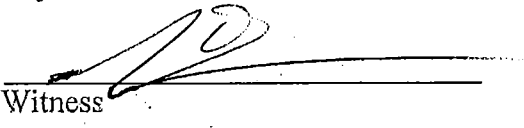
ELMWOOD PARK CUSTODIAN  
ASSOCIATION

Allan Boyd

  
\_\_\_\_\_  
President

Attest:

Alejandro Zamora, III

  
\_\_\_\_\_  
Witness

BOARD OF EDUCATION,  
UNIT DISTRICT 401

Mary Bruscato

  
\_\_\_\_\_  
President

Susan Capraro

  
\_\_\_\_\_  
Secretary

Dated: 7-15-15

Dated: 7-15-15

Signed on the above dates.