

	<p>ELMWOOD PARK</p> <p>CUSTODIAN/ MAINTENANCE</p> <p>ASSOCIATION</p> <p>AGREEMENT</p> <p>July 1, 2015 to June 30, 2020</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 **2.2 Informal Procedure**

2
3 The parties hereto acknowledge that it is usually most desirable for an employee and the
4 employee's immediately involved supervisor to resolve problems through free and
5 informal communications. If, however, the informal process fails to satisfy the employee
6 or the Association, a grievance may be processed as follows:
7

8 **2.3 Formal Procedure**

9
10 A. **Step One:** The employee and/or Association may present the grievance in
11 writing to the immediately involved supervisor. The grievance shall set forth the
12 facts of the grievance, the section or sections of the contract allegedly violated and
13 the remedy requested. The supervisor shall arrange for a meeting to take place
14 within fifteen (15) days after receipt of the grievance. Such grievance shall be
15 submitted within five (5) days of the occurrence of the grievance or within five (5)
16 days of when such occurrence should reasonably have become known, whichever
17 shall first occur. Within five (5) days of the meeting, the employee and/or the
18 Association shall be provided with the supervisor's written response.
19

20 B. **Step Two:** If the grievance is not resolved at Step One, the employee and/or
21 the Association may refer the grievance in writing to the Superintendent or
22 designee within five (5) days after receipt of the Step One answer. The
23 Superintendent or designee shall arrange for a meeting to take place within five
24 (5) days after the receipt of the appeal. The Superintendent or his designee shall
25 consult with the Board of Education at their next regularly scheduled meeting
26 following the Step Two grievance meeting. Within five (5) days of the
27 consultation, the employee and/or the Association shall be provided with the
28 written response of the Superintendent or designee.
29

30 C. **Step Three:** If the Association is not satisfied with the disposition of the
31 grievance at Step Two, the Association may submit the grievance to binding
32 arbitration. The American Arbitration Association shall act as the administrator
33 of the proceedings. If a written demand for arbitration is not filed within five (5)
34 days of the date for the Step Two answer, then the grievance shall be deemed
35 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.
33
- 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**
27

28 Notification of all School Board meetings are available on the District website:
29 www.epcusd401.org.
30

31 **4.2 Board Minutes - Association Copies**
32

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.
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

1
2 **4.6 Association Use of District Facilities and Equipment**
3

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

16 **4.7 Bulletin Boards**
17

18 The Association shall be permitted the use of a bulletin board in each school building
19 designated by the administration for the purpose of internal communications, provided all
20 such publications shall be identified as Association material and initialed by the
21 authorizing office of the Association.
22

23 **4.8 Restrictions on Association Use of District Facilities, Equipment and Bulletin**
24 **Boards**
25

26 The Association's rights under Paragraph 4.6 and 4.7 are contingent upon the absence of
27 any need by the School District to use such equipment or property for any aspect of the
28 school program and that such use by the Association shall be restricted to occasions
29 where designated school employees are present.
30

31 **4.9 Credit Union**
32

33 The Employer shall provide an optional payroll deduction plan for the District designated
34 Credit Union. Participation therein shall be subject to the policies, rules and regulations
35 of said Credit Union.
36

37 **4.10 Maintenance of Membership**
38

39 All employees covered by this Agreement who are members of the Association shall,
40 commencing at the start of the 1987-1988 school year and continuing thereafter during
41 the term of this Agreement and for so long as they remain employees, either continue
42 their membership in the Association or pay to the Association their fair share of the cost
43 of the services rendered by the Association that are chargeable to non-members under
44 state and federal law. All employees hired after July 1, 1987 shall be subject to the Fair
45 Share terms of this contract.
46

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 **ARTICLE 5**

29 **EMPLOYER'S RIGHT**

- 30
- 31
- 32
- 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.

1
2 **6.2 Holidays**
3

4 Employees shall be provided 15 paid holidays per year, with the schedule to be
5 determined annually.
6

7 New Year's Day	Columbus Day
8 Martin Luther King Day	Veteran's Day *
9 President's Day	Thanksgiving Day
10 Pulaski Day *	Friday after Thanksgiving
11 Memorial Day	Christmas Eve
12 Independence Day	Christmas Day
13 Labor Day	New Year's Eve

14 * To Be Determined Annually – These days might not be celebrated on the actual
15 calendar day but rather on another date. The days used must be non-student attendance
16 days.
17
18

19 There shall be one floating holiday, which needs pre-approval from the Director of
20 Building and Grounds, for each employee covered by this agreement. Part-time
21 employees shall receive a pro-rated share of this benefit. Such day cannot be taken
22 during any emergency or when school is in session. Employees are subject to a “call
23 back” from this holiday if an emergency occurs.
24

25 In order to receive holiday pay, the employee must work the scheduled work days
26 immediately, prior to, and after the scheduled holiday. Any holidays declared as school
27 holidays by the Governor or the Superintendent shall become paid holidays for all
28 employees.
29

30 Eligible employees shall be paid for those holidays approved annually by the Board and
31 reflected on the school calendar. Any such holidays shall be paid provided the holiday is
32 celebrated on a scheduled workday. In order to be eligible for holiday pay, the employee
33 must work the scheduled workdays immediately before and after the holiday, unless
34 absent due to a scheduled vacation. In the event Christmas Eve, Christmas Day, New
35 Year's Eve or New Year's Day falls on a weekend day, the relevant scheduled workday
36 immediately preceding and following the holiday shall be paid, provided school is not in
37 session. In the event Independence Day falls on a weekend day, the relevant scheduled
38 work day immediately preceding or following the holiday shall be paid as declared by the
39 Board and provided school is not in session.
40

41 **6.3 Uniforms and Equipment Provided**
42

43 A. The employer shall provide, without cost to the employee, uniforms in a style and
44 color for appropriate employees as determined by the employer.
45

- 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
35
36

37 **ARTICLE 7**

38 **LEAVES**

39
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

1 process will continue throughout the length of this contract and these reviews will take
2 place twice annually near the end of the half-year period. In the event that the group does
3 not meet the criterion, the sick day allocation will revert back to the previous practice of
4 earning one sick day per month for the next six-month period. New employees may have
5 their sick day allocation pro-rated depending on their starting date. Partial months are not
6 counted unless ten (10) or more days are worked. Total accumulation of sick days shall
7 not exceed 190 days. A long-term absence required by a written medical authorization
8 presented to the District will not count against the group's half-year total.
9

10 Sick leave shall include absence because of death or serious illness in the immediate
11 family, including husband, wife, sister, brother, father, mother, children, grandparents,
12 uncles, aunts, nephews, nieces, father-in-law, mother-in-law, brother-in-law, sister-in-
13 law, son-in-law, daughter-in-law, and for funerals of these relatives. In the case of
14 illness, a doctor's certificate may be required by the Board of Education before such pay is
15 given.
16

17 If a paid holiday occurs during a time of sick leave absence, non-certificated personnel
18 shall not be charged a day of sick leave for said holiday.
19

21 **7.2 Paid Bereavement**

22

- 23 ■ Five (5) consecutive bereavement days will be granted annually for the death of a
24 parent, spouse or child.
- 25 ■ One (1) bereavement day will be granted per occasion for the death of other
26 immediate family members of employee or spouse. Immediate family is defined in
27 sick leave. Up to five (5) days will be granted annually.
- 28 ■ Use of sick time is permitted if additional days are needed.
29

30 **7.3 Personal Leave**

31

32 Full-time employees shall be granted two personal days annually. Such days shall be
33 granted only for reasons which cannot be scheduled except during an employee's
34 designated work time, and which affect the financial welfare of the employee, for court
35 appearances, for religious holidays, for illness or death (non-relative), and for
36 emergencies approved by the Superintendent or his designee. Such days shall not be
37 available in the event of a work stoppage of any kind.
38

- 39 A. Employees shall make application through the Director of Buildings and Grounds
40 forty-eight (48) hours in advance. Applications submitted to the Director of
41 Buildings and Grounds must be signed by the Business Manager or designee.
42
- 43 B. Personal distress days shall not be granted the day before or the day after a school
44 holiday or vacation.
45
- 46 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

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

3
4 Six (6) years to fifteen (15) years -- fifteen (15) days

5
6 More than fifteen (15) years -- twenty-two (22) days

7
8 With reference to “part-time employees”: (see section 1.2), vacation accrued for part-time
9 employees is .5 of full-time (ten days vacation = 10, four (4) hour days). If a part-time
10 employee becomes full-time, accrual begins at year one.

11
12 **8.3 Use and Accumulation of Vacation Time**

13
14 Vacation time shall be used in the school year following the school year it is earned.
15 Employees may accumulate one (1) week of earned vacation time, which must be used in
16 the succeeding school year, or up to one (1) week may be converted to sick days. Written
17 notice must be submitted by June 1 if conversion is requested.

18
19 **8.4 Vacation Pay Upon Termination**

20
21 Upon termination an employee shall be paid for all unused vacation time on a pro-rata
22 basis.

23
24
25 **ARTICLE 9**

26
27 **EMPLOYEE EVALUATIONS**

28
29
30 **9.1 Formal Evaluations**

31
32 All formal evaluations of the work of each employee shall be conducted with the
33 knowledge of the employee. Informal evaluations may occur on a daily basis. All
34 evaluations remain permanently in a worker’s personnel folder. The Director of Buildings
35 and Grounds will provide an annual written evaluation for all bargaining unit members.
36 The Director of Buildings and Grounds will also be evaluated in written form. Input will
37 be provided by the administration for all evaluations.

38
39 **9.2 Notification of Evaluation Process**

40
41 Within a reasonable period of time after the beginning of the school term, the Board or
42 designee shall familiarize each employee under his/her supervision with the evaluation
43 process. Such notification of the evaluation process shall continue each year for new
44 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 **SUBCONTRACTING**
19

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.
43
44

1 **11.2 Classifications within Bargaining Unit**
2

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

- 5 A. Custodial
 - 6 B. Building Maintenance
 - 7 C. Part-Time Custodial
 - 8 D. Head Custodian
 - 9 E. Grounds Maintenance
 - 10 F. Courier
 - 11 G. Night Supervisor
- 12

13 In the event that a custodian has served as a maintenance employee, he shall receive
14 seniority credit for such time served. In the event a maintenance employee has served as
15 a custodian, he shall receive seniority credit for such time served.
16

17 In the event that an employee moves to another classification, seniority credit will not be
18 lost. In addition, an employee moving to a higher paid classification will be paid at the
19 higher non-probationary salary. An employee moving to a lower paid classification will
20 be paid at the lower non-probationary salary. Part-time custodians who move to a full-
21 time position will begin at the probationary salary for that position.
22

23 **11.3 Maintaining and Posting Seniority Lists**
24

25 The Board shall annually prepare and distribute a seniority list to employees covered by
26 this Agreement on or before January 1. An employee shall have until January 15 to
27 challenge his/her placement on the seniority list. Thereafter the list shall be deemed
28 permanent. A copy of the final seniority list shall be provided to the Association.
29

30 **11.4 Loss of Seniority**
31

32 An employee shall lose his/her seniority upon:

- 33 A. Resignation
 - 34 B. Dismissal for Cause
 - 35 C. Retirement
- 36
37

38 **ARTICLE 12**
39

40 **REDUCTION IN PERSONNEL, LAYOFF AND RECALL**
41

42 **12.1 Notice**
43

44 If the bargaining unit member(s) is/are removed, dismissed or laid off as a result of a
45 decision by the Board to decrease the number of bargaining unit employees or to
46 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.

1 **14.4 Mileage Within District**
2

3 Employees shall be compensated for all mileage at the current I.R.S. rate of each school
4 year, as a result of personal use of the employee's car in order to perform assigned duties,
5 provided such use has received a written prior approval of the Superintendent or
6 designee.
7

8 **14.5 Pay Days**
9

10 Paydays shall be on the 15th and the last day of the month. In the event a regular payday
11 falls on a holiday or day when the Business Office is closed, such payday will be the last
12 office working day before the regular pay date.
13

14 **14.6 Medical Insurance After Retirement**
15

16 All retiring employees covered under the Illinois Municipal Retirement Fund shall be
17 eligible for coverage under group hospital and major medical insurance at their own
18 expense. (In accordance with 215 ILCS 5/367j (1994), Municipal Employee's
19 Continuance Privilege.) Eligibility for said group hospital and major medical insurance
20 will cease when retiree becomes eligible for Medicare.
21

22 **14.7 Pay Schedule**
23

24 The pay schedule shall be as set forth in Appendix A which is attached to and
25 incorporated in this Agreement.
26

27 **14.8 Severance Award**
28

29 Any bargaining unit member who is at least sixty (60) years of age and retires from the
30 District with at least 15 continuous years of service will receive a severance bonus equal
31 to \$80 for each year of continuous service in the District. A bargaining unit member may
32 declare his/her intention to retire up to two (2) years prior to the actual retirement date. If
33 notice of the intent to retire is received by June first of the year before or two years before
34 the retirement date the District will apply as much of the severance bonus as possible to
35 increase the bargaining unit member's salary up to a maximum of 6% over the previous
36 year's salary. If there is any of the severance bonus remaining after increasing the
37 member's salary to 6% that money will be paid in a single lump sum to the bargaining
38 unit member between 35 and 60 days following the date of retirement. If a bargaining
39 unit member gives two (2) years notice of the intent to retire, the severance award will be
40 applied equally to the last two year's salary in an attempt to increase the salary by a
41 maximum of 6%.
42
43

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 **EFFECT OF AGREEMENT**

17
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

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<u>Position</u>	<u>1st Year</u>	<u>2nd 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.

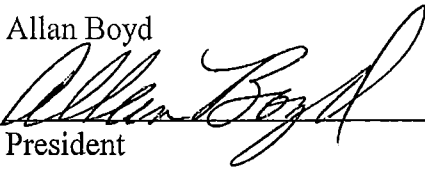
This contract will be in effect from July 1, 2015 through June 30, 2020. The rates listed above will remain in place for the duration of the contract. The annual percentage increases applied to the previous year's salaries for all positions will be:

- 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
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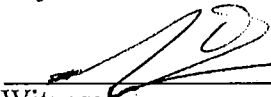
Allan Boyd



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.