

	<p>ELMWOOD PARK</p>

**CUSTODIAN/
MAINTENANCE**

ASSOCIATION

AGREEMENT

**July 1, 2010 to
June 30, 2015**

TABLE OF CONTENTS

		Page
1		
2		
3		
4		
5	Article 1	Recognition and Definitions 2
6		
7	Article 2	Grievance Procedure 3
8		
9	Article 3	Employee Rights 6
10		
11	Article 4	Association Rights 7
12		
13	Article 5	Employer Rights 10
14		
15	Article 6	Working Conditions..... 11
16		
17	Article 7	Leaves 14
18		
19	Article 8	Vacations..... 17
20		
21	Article 9	Employee Evaluations..... 18
22		
23	Article 10	Subcontracting 19
24		
25	Article 11	Seniority..... 20
26		
27	Article 12	Reduction in Personnel, Layoff and Recall..... 21
28		
29	Article 13	Vacancies and Transfers 22
30		
31	Article 14	Compensation and Related Benefits 23
32		
33	Article 15	Effect of Agreement..... 25
34		
35		Salaries..... 27

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41

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 **2.2 Informal Procedure**
3

4 The parties hereto acknowledge that it is usually most desirable for an employee and the
5 employee's immediately involved supervisor to resolve problems through free and
6 informal communications. If, however, the informal process fails to satisfy the employee
7 or the Association, a grievance may be processed as follows:
8

9 **2.3 Formal Procedure**
10

- 11 A. **Step One:** The employee and/or Association may present the grievance in
12 writing to the immediately involved supervisor. The grievance shall set forth the
13 facts of the grievance, the section or sections of the contract allegedly violated and
14 the remedy requested. The supervisor shall arrange for a meeting to take place
15 within fifteen (15) days after receipt of the grievance. Such grievance shall be
16 submitted within five (5) days of the occurrence of the grievance or within five (5)
17 days of when such occurrence should reasonably have become known, whichever
18 shall first occur. Within five (5) days of the meeting, the employee and/or the
19 Association shall be provided with the supervisor's written response.
20
- 21 B. **Step Two:** If the grievance is not resolved at Step One, the employee and/or
22 the Association may refer the grievance in writing to the Superintendent or
23 designee within five (5) days after receipt of the Step One answer. The
24 Superintendent or designee shall arrange for a meeting to take place within five
25 (5) days after the receipt of the appeal. The Superintendent or his designee shall
26 consult with the Board of Education at their next regularly scheduled meeting
27 following the Step Two grievance meeting. Within five (5) days of the
28 consultation, the employee and/or the Association shall be provided with the
29 written response of the Superintendent or designee.
30
- 31 C. **Step Three:** If the Association is not satisfied with the disposition of the
32 grievance at Step Two, the Association may submit the grievance to binding
33 arbitration. The American Arbitration Association shall act as the administrator
34 of the proceedings. If a written demand for arbitration is not filed within five (5)
35 days of the date for the Step Two answer, then the grievance shall be deemed
36 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.
36

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40

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
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35

3.5 Rules and Regulations

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

3.6 Employee Notification of Assignments

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

3.7 Transfers

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

ARTICLE 4

ASSOCIATION RIGHTS

4.1 Board Meetings - Notification

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

4.2 Board Minutes - Association Copies

Copies of all approved Board minutes (excluding closed session minutes) approved after the effective date of this Agreement are available on the District website: www.epcusd401.org.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33

4.3 Names and Addresses - New Employees

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

4.4 Association Rights - Exclusive

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

4.5 Payroll Deductions

- A. Proper authorization for membership payroll deduction shall be the signature of the employee on an authorized form prepared by the Association and submitted to the Superintendent or his/her designee. The terms and conditions of such payroll deductions shall be consistent with said authorization subject to the following.
- B. Authorizations submitted to the Superintendent or his/her designee by the 15th of any month shall become effective by the first pay period of the following month. Such payroll deductions shall be equally deducted over the remaining pay periods and remitted to the Association within ten (10) working days following each pay period.
- C. The payroll deduction authorization shall remain in effect according to its terms, provided such authorization may be revoked in writing by the employee at least thirty (30) days prior to the date upon which such payroll deduction is to terminate. Such authorization revocation shall be provided in writing to the Business Office by the employee, with a copy provided by the employee to the Association. Such authorization shall be deemed to be automatically revoked upon termination of employment.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

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
31 **EMPLOYER'S RIGHT**

- 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.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

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.
- **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 **6.2 Holidays**
2

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

5
6

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

7
8
9
10
11
12
13
14

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

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

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

37 **6.3 Uniforms and Equipment Provided**
38

- 39 A. The employer shall provide, without cost to the employee, uniforms in a style and
40 color for appropriate employees as determined by the employer.
41
42 B. The Board shall provide, without cost to the employee, such equipment as is
43 deemed necessary by the Board for the employee to perform his/her duties.
44
45

1 **6.4 Overtime**
2

- 3 A. Eligible employees working assigned, pre-approved time in excess of forty (40)
4 hours shall be given either overtime pay or compensatory time at the rate of one
5 and one-half (1.5) times, the employee's regular rate of pay. The employee may
6 elect to take either overtime pay or compensatory time off. Paid holidays,
7 approved sick leave, personal business days, or vacation days shall not be
8 included as regular time for purposes of computing overtime.
9
- 10 B. In the event overtime is required, the Director of Building and Grounds or
11 designee shall solicit volunteers to fill the overtime positions. In the event no
12 volunteers are available or the volunteers available are unqualified in the opinion
13 of the Director of Building and Grounds or designee, overtime may be assigned.
14 Reasonable advance notice will be given to employees assigned overtime.
15 If a designated assignment is refused more than three (3) times, a written
16 reprimand may be executed.
17
- 18 C. Only forty-five (45) hours of compensatory time can be earned in a contract year.
19 Use of compensatory time must be approved by the employee's immediate
20 supervisor. Compensatory time earned must be used during the contract year in
21 which it is earned or cashed in for pay at the rate in effect for the employee at the
22 time the employee receives such payment.
23
- 24 D. All overtime hours worked must be pre-approved in writing by the Director of
25 Buildings and Grounds and submitted on a timesheet to the Director of Buildings
26 and Grounds in accordance with business office procedures for processing payroll.
27 Requests for use of compensatory time off shall be submitted in writing to the
28 Director of Buildings and Grounds in accordance with business office procedures
29 for processing payroll.
30
- 31 E. Head custodians shall not receive overtime compensation except with the prior
32 written approval of the Director of Buildings and Grounds, or except in
33 emergencies which shall be explained as soon as practicable.
34
- 35 F. In the event an employee's regular permanent assignment requires the
36 performance of duties in more than one job classification, the overtime pay rate to
37 be used to calculate compensation for the employee for the overtime work shall be
38 the rate of the classification which caused the employee to work such overtime
39 hours.
40
- 41 G. In no case will there be overtime paid for heat checks during the weekend or
42 during times when schools are in session, or during a holiday when heat checks
43 are provided by the Head Custodian or designee.

1
2 **6.5 Attendance and Call In Procedure**
3

- 4 A. If you are a day employee, your absence must be called in to the Director of Buildings
5 and Grounds prior to 6:00 a.m. on the day of the absence. If you are a night
6 employee, your absence must be called in to the Director of Buildings and Grounds
7 prior to noon on the day of the absence.
8
- 9 B. Upon your return to work, you are to immediately fill out an absence sheet and give it
10 to your supervisor. The absence sheets will be submitted every Monday to the
11 Director of Buildings and Grounds.
12
- 13 C. All employees are required to hand scan out immediately after completing their shift.
14
- 15 D. Hand scanning out for lunch is required when you leave your assigned building.
16 Hand scanning is required upon your return.
17
- 18 E. All employees are required to start their shift at the designated time. If an employee is
19 late, the employee will be docked for that amount of time. All employees are required
20 to end their shift at the designated time. Make-up time at the end of a shift is not
21 allowed.
22
- 23 F. Hand scanning in late three (3) times will incur a letter of written warning. Late six
24 (6) times will incur a letter of reprimand with a one (1) day suspension without pay.
25 Late nine (9) times will incur another letter of reprimand as well as a three (3) day
26 suspension without pay. Late twelve (12) times in a twelve (12) month period will be
27 grounds for termination.
28

29
30 **ARTICLE 7**

31
32 **LEAVES**

33
34 **7.1 Sick Leave**
35

36 Sick leave shall accumulate at the rate of one day per month, beginning with the second
37 month of employment. Two (2) sick leave days will be granted the first day of the second
38 month. One sick day will be granted on the first day of each month thereafter until a total
39 of twelve (12) days has accumulated for the fiscal year (July 1 - June 30). Partial months
40 are not counted unless ten (10) or more days are worked. Total accumulation of sick days
41 shall not exceed 190 days.
42

43 Sick leave shall include absence because of death or serious illness in the immediate
44 family, including husband, wife, sister, brother, father, mother, children, grandparents,
45 uncles, aunts, nephews, nieces, father-in-law, mother-in-law, brother-in-law, sister-in-
46 law, son-in-law, daughter-in-law, and for funerals of these relatives. In the case of

1 illness, a doctor's certificate may be required by the Board of Education before such pay is
2 given.

3
4 If a paid holiday occurs during a time of sick leave absence, non-certificated personnel
5 shall not be charged a day of sick leave for said holiday.
6

7
8 **7.2 Paid Bereavement**

- 9
10
 - 11 ■ Five (5) consecutive bereavement days will be granted annually for the death of a
 - 12 parent, spouse or child.
 - 13 ■ One (1) bereavement day will be granted per occasion for the death of other
 - 14 immediate family members of employee or spouse. Immediate family is defined in
 - 15 sick leave. Up to five (5) days will be granted annually.
 - 16 ■ Use of sick time is permitted if additional days are needed.

17 **7.3 Personal Distress Leave**

18
19 Full-time employees shall be granted two personal distress days annually. Such days
20 shall be granted only for reasons which cannot be scheduled except during an employee's
21 designated work time, and which affect the financial welfare of the employee, for court
22 appearances, for religious holidays, for illness or death (non-relative), and for
23 emergencies approved by the Superintendent or his designee. Such days shall not be
24 available in the event of a work stoppage of any kind.
25

- 26 A. Employees shall make application through the Director of Buildings and Grounds
27 forty-eight (48) hours in advance. Applications submitted to the Director of
28 Buildings and Grounds must be signed by the Business Manager or designee.
29
30 B. Personal distress days shall not be granted the day before or the day after a school
31 holiday or vacation.
32
33 C. Unused personal distress days shall accumulate as sick leave.
34
35 D. A third day, which shall be non-cumulative, may be granted by the Superintendent
36 or his designee in accordance with the above procedures. The decision of the
37 Superintendent or his designee shall be non-grievable and non-precedential. An
38 amount equal to the base pay of the substitute will be deducted from the
39 employee's pay.
40

1 **7.4 Accident or Injury Leave**
2

3 Any absence incurred by an employee which results from an accident or injury incurred
4 while performing duties for School District No. 401 shall not be charged against an
5 employee's sick leave days and the Board shall pay the employee's wages and benefits in
6 full until the employee becomes eligible to apply for Worker's Compensation benefits.
7 The Board shall not be responsible for the payment of wages or benefits of an employee
8 once that employee is eligible to apply for Worker's Compensation benefits. A position is
9 held for the period of time the doctor (worker's comp. doctor) disallows returning to
10 work. If the employee fails to return to work upon the physician release, the position will
11 no longer be held.
12

13 **7.5 Jury Duty**
14

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

25 **7.6 Release Time**
26

27 When negotiations, grievances, arbitrations, or any other usual and normal function of
28 labor-management relations are conducted during an employee's regular work hours,
29 release time shall be provided for any and all employees involved without loss of pay.
30

31 **7.7 In-Service Training**
32

33 There shall be three (3) in-service days for employees during a regular year, if requested.
34 Each employee may attend in-service training outside the district by providing the
35 Superintendent with the time, place and general overview of the in-service taking place at
36 least five (5) days prior to the event taking place. The in-service must be approved by the
37 Superintendent.
38

39 A committee shall be formed consisting of two employees working with the
40 Superintendent to determine the types of in-service training required by the employees
41 and arranging for such training to take place.
42

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

1
2 The provisions granted in this article are in addition to those granted under the Illinois
3 School Code, Section 3.11.
4

5
6 **7.8 Family and Medical Leave Act (FMLA)**
7

8 Employees will be eligible for and have access to leave under the Family Medical Leave
9 Act, as provided in the Act. The Board's Family and Medical Leave Act
10 Policy shall be included in the Board Policy Manual. Required FMLA notices shall be
11 posted at the District's schools where they may be readily seen by employees.
12

13 The FMLA form can be obtained on the District's intranet.
14

15
16 **ARTICLE 8**

17
18 **VACATIONS**
19

20 **8.1 Vacation Scheduling**
21

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

34 **8.2 Vacation - Annual Allotment**
35

36 Full-time employees shall accrue vacation time on the following schedule based on a
37 July 1 - June 30 fiscal year.
38

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

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

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

43 More than fifteen (15) years -- twenty-two (22) days
44
45
46

1
2 With reference to “part-time employees”: (see section 1.2), vacation accrued for part-time
3 employees is .5 of full-time (ten days vacation = 10, four (4) hour days). If a part-time
4 employee becomes full-time, accrual begins at year one.
5

6 **8.3 Use and Accumulation of Vacation Time**
7

8 Vacation time shall be used in the school year following the school year it is earned.
9 Employees may accumulate one (1) week of earned vacation time, which must be used in
10 the succeeding school year, or up to one (1) week may be converted to sick days. Written
11 notice must be submitted by June 1 if conversion is requested.
12

13 **8.4 Vacation Pay Upon Termination**
14

15 Upon termination an employee shall be paid for all unused vacation time on a pro-rata
16 basis.
17

18 **8.5 Unpaid Work Days**
19

20 Unpaid work days may be considered if the following conditions are met:

- 21 ▪ All sick, vacation, and personal days are exhausted
- 22 ▪ Employee will pay the costs of a substitute
- 23 ▪ Request is 48 hours in advanced when possible
- 24 ▪ If request is for sick leave, a doctor’s note is required prior to return to work.
25
26
27

28 **ARTICLE 9**

29 **EMPLOYEE EVALUATIONS**
30

31 **9.1 Formal Evaluations**
32

33 All formal evaluations of the work of each employee shall be conducted with the
34 knowledge of the employee. Informal evaluations may occur on a daily basis. All
35 evaluations remain permanently in a worker’s personnel folder. Head custodians shall
36 evaluate in writing the performance of the other custodians assigned to his/her building
37 on an annual basis. The Director of Buildings and Grounds will provide an annual
38 written evaluation for each building head custodian. The Director of Buildings and
39 Grounds will also be evaluated in written form. Input will be provided by the
40 administration for all evaluations.
41

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36

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.

9.3 Evaluation - Frequency

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

9.4 Post-Evaluation Conference and Procedure

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

ARTICLE 10

SUBCONTRACTING

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

1 **ARTICLE 11**

2 **SENIORITY**

3
4
5 **11.1 Definition**

6
7 Seniority shall be defined as the number of months of continuous service that a full-time
8 employee has worked in a particular job classification in the District. Seniority shall
9 accumulate on a monthly basis and an employee who works at least fifteen (15) workdays
10 in a month shall be credited with one (1) month seniority. Sick days, paid holidays and
11 vacation days shall count toward the monthly number of days worked. Unpaid leaves of
12 absence, layoffs, suspension days, unpaid sick days, etc., shall not count toward the
13 monthly number of days worked. In the event individuals have equal seniority, ties in
14 seniority shall be broken by lot. No seniority credit is accrued by part-time employees.
15

16 **11.2 Classifications within Bargaining Unit**

17
18 For purposes of this Agreement, all bargaining unit members shall be placed in one of the
19 following classifications based on their current assignments:

- 20 A. Custodial
21 B. Building Maintenance
22 C. Part-Time Custodial
23 D. Head Custodian
24 E. Grounds Maintenance
25 F. Courier
26 G. Night Supervisor
27

28 In the event that a custodian has served as a maintenance employee, he shall receive
29 seniority credit for such time served. In the event a maintenance employee has served as
30 a custodian, he shall receive seniority credit for such time served.
31

32 **11.3 Maintaining and Posting Seniority Lists**

33
34 The Board shall annually prepare and distribute a seniority list to employees covered by
35 this Agreement on or before January 1. An employee shall have until January 15 to
36 challenge his/her placement on the seniority list. Thereafter the list shall be deemed
37 permanent. A copy of the final seniority list shall be provided to the Association.
38

39 **11.4 Loss of Seniority**

40 An employee shall lose his/her seniority upon:

- 41 A. Resignation
42 B. Dismissal for Cause
43 C. Retirement
44

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

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

12.2 Procedure

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

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

12.3 Substitution

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

12.4 Recall Rights

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43

12.5 Employee's Obligation to Respond to Recall

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

ARTICLE 13

VACANCIES AND TRANSFERS

13.1 Definition

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

13.2 Posting of Vacancies

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

- A. Type of Work
- B. Location of Work
- C. Classification

13.3 Application

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

13.4 Notification to the Applicants

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

1
2 **13.5 Permanent Employees**
3

4 Effective with this Agreement, when a temporary worker has worked one hundred twenty
5 (120) consecutive days they will be recognized as a permanent employee and member of
6 the bargaining unit. Beginning on the one hundred twenty-first (121st) day, they will
7 receive the salary, benefits and all rights and privileges of a bargaining unit member.
8 This provision will not apply to substitute employees who are filling the position of a
9 regular employee on an approved or required leave of absence who has a contractual or
10 statutory right to return to his or her position at the end of such leave.
11

12 **ARTICLE 14**

13 **COMPENSATION AND RELATED BENEFITS**
14

15
16 **14.1 Life Insurance**
17

18 The Board shall provide term life insurance in the amount of \$15,000.00 per employee.
19 The District will purchase an income protection plan, which shall provide the employee
20 60% of his/her annual compensation until age 65 for any disability due to illness or
21 accident, when considered in conjunction with any benefits from the disability section of
22 the Illinois Municipal Retirement System. The maximum monthly benefit shall be
23 limited to \$2,000.00 per month. The waiting period shall be three (3) months.
24

25 **14.2 Board Payment to Illinois Municipal Retirement Fund**
26

27 From the Compensation Schedule, the Board shall deduct and remit for each employee
28 eligible to participate in the Illinois Municipal Retirement Fund (hereinafter
29 "employee(s)"), a sum equal to the Board's share of the current year's IMRF requirement.
30 It is the intent of the parties, by this Agreement, to qualify these payments as "picked-up"
31 contributions within the meaning of Section 4.14(h)(2) of the Internal Revenue Code so
32 as to be excludable from the gross income of all such employees. Such employees shall
33 have no right or claim to the funds so remitted except as they may subsequently become
34 available upon retirement or resignation from the Illinois Municipal Retirement Fund.
35

36 No such employee shall have the option of choosing to receive the amounts contributed
37 by the Board directly and the assumption and payment of such employees' required
38 contribution to the Illinois Municipal Retirement Fund is a condition of employment
39 made in order to secure each employee's future services, knowledge and experience.
40

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

1 **14.3 Hospitalization, Medical, Vision and Dental Insurance**
2

3 For employees commencing work July 1, 2010 and thereafter, the Board will contribute
4 80% towards the cost of the monthly premium for single coverage, 60% towards single
5 plus one dependent coverage, or 50% towards family coverage. For employees employed
6 prior to July 1, 2010, and employees beginning their fifth year of service, the Board shall
7 contribute 90% towards the cost of the monthly premium for single coverage, 70%
8 towards single plus one dependent coverage, or 65% towards family coverage.
9

10
11 **14.4 Mileage Within District**
12

13 Employees shall be compensated for all mileage at the current I.R.S. rate of each school
14 year, as a result of personal use of the employee's car in order to perform assigned duties,
15 provided such use has received a written prior approval of the Superintendent or
16 designee.
17

18 **14.5 Pay Days**
19

20 Paydays shall be on the 15th and the last day of the month. In the event a regular payday
21 falls on a holiday or day when the Business Office is closed, such payday will be the last
22 office working day before the regular pay date.
23

24 **14.6 Medical Insurance After Retirement**
25

26 All retiring employees covered under the Illinois Municipal Retirement Fund shall be
27 eligible for coverage under group hospital and major medical insurance at their own
28 expense. (In accordance with 215 ILCS 5/367j (1994), Municipal Employee's
29 Continuance Privilege.) Eligibility for said group hospital and major medical insurance
30 will cease when retiree becomes eligible for Medicare.
31

32 **14.7 Pay Schedule**
33

34 The pay schedule shall be as set forth in Appendix A which is attached to and
35 incorporated in this Agreement.
36

37 **14.8 Retroactivity**
38

39 No provision of this Contract shall be retroactive to the beginning of the 1988-89 school
40 year with the exception of the salary provided in Paragraph 14.8 hereof.
41

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 **ARTICLE 15**

10 **EFFECT OF AGREEMENT**
11

12
13 **15.1 Complete Understanding**
14

15 The terms and conditions set forth in this Agreement represent the full and complete
16 understanding and commitment between parties.
17

18 **15.2 Contractual Amendments**
19

20 The express terms of this Agreement shall constitute a binding obligation of both the
21 Employer and the Association and for the duration hereof may be altered, changed, added
22 to, deleted from, or modified only through the voluntary, mutual consent of these parties
23 by written and signed amendment to this Agreement.
24

25 **15.3 Individual Contracts**
26

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

34 **15.4 Contract Versus Board Policy**
35

36 This Agreement shall supersede and have precedence over any rules, regulations or
37 practices of the Employer, which shall be contrary to or inconsistent with its terms. The
38 provisions of this Agreement shall be incorporated into and be considered part of the
39 established policies of the Employer.
40

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, 2010 and
41 shall remain in full effect until the close of business on June 30, 2015.
42
43

1 **CUSTODIAL SALARIES 2010-2011**

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38

<u>Position</u>	<u>0-6 Mo</u>	<u>7-12 Mo</u>	<u>After One Year</u>
Head Custodians	20.67	21.67	25.30
Night Supervisor	19.59	20.66	24.07
Building/Grnds. Maintenance	19.59	20.66	24.07
Custodians	18.61	19.68	22.95
Courier	18.61	19.68	22.95
Part Time Custodians	13.25	13.98	16.25

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.*

CUSTODIAL SALARIES 2011-2012

<u>Position</u>	<u>0-6 Mo</u>	<u>7-12 Mo</u>	<u>After One Year</u>
Head Custodians	20.88	21.89	25.55
Night Supervisor	19.79	20.87	24.31
Building/Grnds. Maintenance	19.79	20.87	24.31
Custodians	18.80	19.88	23.18
Courier	18.80	19.88	23.18
Part Time Custodians	13.38	14.12	16.41

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.*

1 **CUSTODIAL SALARIES 2012-2013**

2
3
4
5
6
7
8
9
10
11
12

<u>Position</u>	<u>0-6 Mo</u>	<u>7-12 Mo</u>	<u>After One Year</u>
Head Custodians	21.30	22.33	26.06
Night Supervisor	20.19	21.29	24.80
Building/Grnds. Maintenance	20.19	21.29	24.80
Custodians	19.18	20.28	23.64
Courier	19.18	20.28	23.64
Part Time Custodians	13.65	14.40	16.74

13 Note: Second shift differential is .20 cents per hour. This night differential is paid in the
14 summer, even if the work is performed during the day.
15 Head Custodians shall be paid a 62 cent differential for all hours worked, *which is in lieu*
16 *of any additional compensation for building and heat checks.*

17
18 **CUSTODIAL SALARIES 2013-2014**

19
20
21
22
23
24
25
26
27
28
29

<u>Position</u>	<u>0-6 Mo</u>	<u>7-12 Mo</u>	<u>After One Year</u>
Head Custodians	21.73	22.78	26.59
Night Supervisor	20.59	21.71	25.29
Building/Grnds. Maintenance	20.59	21.71	25.29
Custodians	19.56	20.68	24.11
Courier	19.56	20.68	24.11
Part Time Custodians	13.92	14.69	17.08

30 Note: Second shift differential is .20 cents per hour. This night differential is paid in the
31 summer, even if the work is performed during the day.
32 Head Custodians shall be paid a 62 cent differential for all hours worked, *which is in lieu*
33 *of any additional compensation for building and heat checks.*

34
35

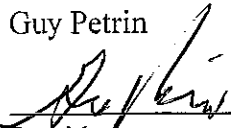
CUSTODIAL SALARIES 2014-2015


1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18

<u>Position</u>	<u>0-6 Mo</u>	<u>7-12 Mo</u>	<u>After One Year</u>
Head Custodians	22.16	23.23	27.12
Night Supervisor	21.00	22.15	25.80
Building/Grnds. Maintenance	21.00	22.15	25.80
Custodians	19.95	21.10	24.60
Courier	19.95	21.10	24.60
Part Time Custodians	14.20	14.98	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.*

1 ELMWOOD PARK CUSTODIANS'
2 ASSOCIATION

3
4 Guy Petrin
5 
6 _____
7 President

8
9 Attest:
10
11 Ron Obuchowski
12 
13 _____
14 Secretary

15
16
17 Dated: 6/22/10
18
19
20

BOARD OF EDUCATION,
UNIT DISTRICT 401

Angela Stranges


President

Susan Capraro


Secretary

Dated: 6/9/10

Signed on the above dates.