

**AGREEMENT BETWEEN**

**BOARD OF EDUCATION**

**OF**

**NAPERVILLE COMMUNITY UNIT SCHOOL DISTRICT 203**

**AND**

**NAPERVILLE UNIT MAINTENANCE ASSOCIATION, IEA-NEA**

**1993-94**

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## **ARTICLE I — RECOGNITION**

The Board of Education of Naperville Community Unit School District 203, DuPage and Will Counties, Naperville, Illinois, here and thereafter referred to as the "Board," recognizes the Naperville Unit Maintenance Association, Inc., affiliate of the National Education Association (NEA) and the Illinois Education Association (IEA), here and thereafter referred to as the "Association," as the sole and exclusive negotiating agent for all full-time regularly-employed custodians, K-8 head custodians, custodian-bus drivers, bus drivers (39 weeks per year/40 hours per week), and maintenance employees and all bus drivers.

## **ARTICLE II — BOARD RIGHTS**

- A. The Board, on behalf of the electors of the District, retains and reserves the ultimate responsibilities for proper management of Naperville Community Unit School District 203 conferred upon and invested in it by the Statutes and the Constitution of the State of Illinois and the United States, including but not limited to the responsibilities for and the right to:
  - 1. Maintain executive management and administrative control of the District and its properties and facilities and the work of its employees as related to the conduct of District affairs.
  - 2. Hire, dismiss, demote, promote, evaluate, and transfer all employees.
  - 3. Establish the needs of the District and the most effective manner of meeting those needs.
  - 4. Determine the responsibilities and assignments of those in the bargaining unit.
- B. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, and the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by specific and express terms of this Agreement. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and authority under the Illinois School Code.



### **ARTICLE III — EMPLOYEE AND ASSOCIATION RIGHTS**

#### **A. Personnel File**

Each employee shall receive a copy of any material related to discipline which is placed in his/her personnel file. Each employee shall have the right upon reasonable advance request to review the contents of his/her personnel file, provided that such reviews shall occur during office hours and shall be in the presence of a District administrator. Excluded from this review shall be confidential data and references furnished by other employers. Nothing shall be permanently removed without consent of the Board.

#### **B. Dues Deduction**

Upon receipt of a lawfully executed dues deduction authorization form, the Board shall deduct Association dues and remit same within fifteen (15) calendar days to the Association President. The Association dues may be deducted over the first twenty (20) payment periods in any single membership year (September 1 to August 31), provided that such deductions shall commence no later than thirty (30) calendar days after receipt of the authorization form and further provided the deductions for any individual employed shall not be altered as to amount during any single school year except to terminate such deduction.

#### **C. Use of Buildings**

The Association may use school buildings for normal operational meetings of the Association in accordance with regular Board policy for building usage. The Association shall promptly reimburse the Board for any expenses incurred therewith and for any damages that may arise therefrom. Nothing herein shall allow access to any building by any employee without having followed the regular Board policy for building usage or as a part of assigned duties.

#### **D. Non-Discrimination**

The Board shall not discriminate against any employee on the basis of race, religion, color, marital status, age, sex, handicap, domicile, or national origin except where such discrimination is a bona fide occupational qualification or is utilized in the pursuit of affirmative action. This provision is not applicable to absences from work or lateness due to the location of an employee's residence.

#### **E. Notification of Board Meetings**

The Association President shall be added to the District mailing list for Board of Education meeting agendas and Board Briefs and shall, thereby, receive those documents in accordance with the procedures established for other interested parties.

**F. Use of Equipment**

The Association shall be permitted to use District typewriters and duplicators when there is an absence of any other need to use such equipment for regular District operation or educational programs. Such equipment shall be used only at times of normal public access to the building where the equipment is located. No employee shall enter any building for such use without the express knowledge of the administrator in charge of that building nor shall the employee use such equipment during his/her paid hours of work. The Association shall promptly reimburse the Board for any paper or supplies used or for any damage caused by such usage.

**G. District Inter-school Mail and Bulletin Boards**

The Association shall be permitted to use the District inter-school mail and bulletin boards located in employee lounges and work areas, provided that:

1. All Association materials shall be so identified.
2. The Association shall reimburse the Board for any expenses incurred therefrom.
3. Materials so used shall not be related to any political candidacy other than Association endorsements nor to the defamation of any Board member, District employee, or Board agent.
4. The use of the bulletin board shall not inhibit the school program.
5. Established District and Building procedures shall be followed in designation of employees permitted access to mailboxes.
6. The Association agrees to reimburse the Board for affixation of postage that may be required by the United States Postal Service or a court of competent jurisdiction.

**H. Pertinent Information**

The Board shall furnish to the Association names, dates of hire, and school building assignments of personnel within the bargaining unit. Such information about new employees shall be furnished to the Association within ten (10) days of hire.

I. Association Released Time

The Board shall annually allow the Association President or his designee thirty-five (35) days released time from duties for the purpose of conducting business of the Association. Such released time shall be granted upon thirty (30) days written notice from the President or with lesser notice at the Board's discretion if there is an emergency need to designate an alternate member to attend a meeting. Such released time must be taken in increments of no less than one-half (1/2) day. The Association shall promptly reimburse the Board at a rate of sixty (60) percent of the President's or designee's salary or the current substitute rate, whichever is greater, if a substitute is employed.

J. Association/Board Meetings

The Association and the Board recognize the importance of communications in maintaining good relationships. The Association President and the Assistant Superintendent for Personnel agree to meet from time to time to discuss items of mutual interest. When appropriate, others from the Association and/or the Board may be included in such meetings.

K. Maintenance of Membership

Each employee who was employed as a member or fair share fee payer as of 1:00 p.m. on October 17, 1993, and all employees hired thereafter shall, except as provided in paragraph three, below, as a condition of his or her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a fair share fee to the Association in accordance with the established procedures of the Association, a copy of which shall be furnished to the Board and be available in each attendance center.

In the event that the employee does not pay the fair share fee directly to the Association by the date specified above, the Board shall deduct the fair share fee from his/her wages on the same schedule as regular dues are deducted. The Association shall certify the amount of the fair share fee to the Board in writing by the first day of June annually. Such fees shall be paid to the Association by the Board in installments on the same schedule as payroll deductions of Association dues.

Employees who were employed as members of the bargaining unit as of June 1, 1988, and who were not then members of the Association are specifically exempt from the provisions of this section unless and until they subsequently voluntarily become members of the Association. However, any employee who held membership in the Association as of June 1, 1988, and who subsequently voluntarily resigns membership in the Association is subject to the provisions of this section.

The Association agrees to defend, indemnify, and save the Board harmless against any claims, demand, suit, or other form of liability which may arise by reason of any action taken by the Board in complying with the provisions of this Section, provided that this Section shall not apply to any claim, demand, suit, or other form of liability which may arise as a result of the Board's failure to comply with the obligations imposed upon it by this Section.

**L. Job Security**

Employees who have completed the probation period are guaranteed employment for the duration of the contract except for cause.

**ARTICLE IV — GRIEVANCE PROCEDURE**

**A. Purpose**

The purpose of this procedure is to clarify channels of communication under provisions of the contract and to resolve any differences with respect to the interpretation of such provisions. The Board and the Association agree to mutually exchange relevant, appropriate information necessary for the processing of grievances.

**B. Definitions**

1. **Grievance**—Any claim by the Association or an employee that there has been a violation, misinterpretation, or misapplication of this Agreement.
2. **Days**—Weekdays (excluding Saturdays and Sundays).

**C. Procedures**

**Step I**—A good faith attempt shall be made to resolve any grievance in an informal discussion between the grievant and the appropriate supervisor. Although nothing herein shall prevent an employee from having Association representation throughout any step of the grievance procedure, the Association and the Board strongly encourage employees and their supervisors to resolve problems in an informal atmosphere without third party intervention using this open dialogue and good faith before disputes become formal grievances.

Step 2—If the grievance cannot be resolved informally, the grievant or the Association may file the grievance in writing with the Supervisor of Buildings and Grounds, the Supervisor of Transportation or other appropriate supervisor. The written grievance should state the nature of the grievance, the specific clause or clauses of the Agreement violated, and the remedy requested. Filing of the written grievance must be done within ten (10) days from the date of the occurrence of the event giving rise to the grievance or when the grievant could reasonably have had knowledge thereof. The supervisor shall within ten (10) days of receipt of the grievance schedule a meeting to resolve the grievance. He/she shall issue the grievant and the Association President a written response within seven (7) days of that meeting.

Step 3—In the event a grievance has not been satisfactorily resolved at Step 2, the grievant or the Association shall file, within seven (7) days of the written answer to Step 2, a copy of the grievance with the Superintendent or his/her designee. Within ten (10) days after such written grievance is filed, a meeting shall be scheduled with the aggrieved, a representative of the Association, the supervisor, and the Superintendent or his/her designee. The Superintendent or his/her designee shall file an answer with the grievant, the supervisor, and the Association President within seven (7) days of that meeting.

Step 4—If the grievance is not resolved, the Association may refer the grievance to arbitration by giving written notice to the Superintendent or his/her designee within ten (10) days of the receipt of the Step 3 answer. The arbitrator shall be selected from panel(s) to be secured from the American Arbitration Association, which shall act as administrator of the proceedings. The parties may by mutual agreement submit more than one grievance to the same arbitrator. The arbitrator shall have no right or authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of the Agreement. The fees and the expenses of the arbitrator shall be divided equally between the Board and the Association, provided that each party shall be responsible for compensating its own representatives or witnesses. If one party requests a written transcript that party shall pay the entire cost for the transcript. If both parties request a transcript, the cost shall be divided equally between the Board and the Association.

D. Witnesses

If the processing of a grievance necessitates the uses of employee-witnesses at any step meeting or arbitration hearing, such employee-witnesses shall be released from employment duties without loss of pay.

E. No Strike

The Association agrees that, for the duration of this Agreement, it shall not engage in a strike against the Board, except as may be permitted by law.

**ARTICLE V — ASSIGNMENTS**

A. Posting of Positions

The Superintendent or his/her designee shall assign and transfer all personnel. Notification of vacancies covered by this Agreement shall be posted in all buildings and a copy of the notice shall be sent to the Association President. Notice of these positions covered by this Agreement shall include the title, the location, the starting date, and the anticipated hours for the position. In the event it becomes necessary to delay the posting of a vacant or created position the Association President shall be notified and given reasons for the delay. Applications will be accepted from personnel who feel they are qualified. Posted positions will be held open for a minimum of five (5) days. If requested, an employee shall be granted a meeting with the appropriate supervisor to discuss the reasons for denial of a requested transfer, requested assignment or requested interview. Unsuccessful applicants shall be notified when a position is filled.

Bus routes which are available on or after the first day of school will be posted at the bus garage for a minimum of forty-eight (48) hours prior to permanently being filled. Nothing shall prohibit the District from temporarily filling a route or position during the pendency of the appropriate posting.

B. Involuntary Transfer

The parties agree that involuntary transfers or reassignments of employees shall not be used for discipline without just cause.

C. Compensation/Temporary Duties Assigned

If a custodian is required to fill a temporarily vacant position in a higher pay grade for a period of ten (10) consecutive days or longer, the custodian shall be paid at the higher pay grade for all of the consecutive days of such assignment.

D. Route Selection

Drivers will select routes during the third week in August. A driver may designate, in writing, another District employee to make his or her selection. The order in which drivers select routes is based upon length of continuous service. The driver with the greatest length of continuous service chooses first and the process continues in this manner down the line until all drivers have made their selections.

Routes shall be listed as five-hour, as mid-day (kindergarten and/or shuttle), or as other categories. A driver may select any combination of available routes, except that the routes must be compatible as to time of day, no combination may total more than forty (40) hours per week, and 39 week/8 hour drivers shall work forty (40) hours per week. Kindergarten routes are available only to drivers who are committed to AM and PM routes. Routes which become available after the initial selection period, which ends on the day before school starts, shall be posted and selected as above, except that they may be assigned to 39 week/8 hour drivers who have not yet been assigned forty (40) hours per week.

At the time of selection, the administration may designate five (5) 5-hour routes and three (3) mid-day routes (kindergarten and/or shuttles) that are subject to change in the event it is necessary to change a driver's route due to reasons other than discipline. When such a change becomes necessary, the driver will be notified and a meeting held between all affected drivers and the Supervisor of Transportation. If the administration finds the need to make an immediate change, such may occur while an appeal is pending. Drivers may request an Association representative be present at the meeting. If an agreeable change cannot be reached, an appeal may be made to the Assistant Superintendent for Personnel who will schedule a meeting with the affected drivers and the Supervisor of Transportation. An Association representative may be present at the driver's request. The decision of the Assistant Superintendent for Personnel will be final.

Said changes are for non-disciplinary reasons only and may not lead to any future discipline or used in any future disciplinary situations.

#### **ARTICLE VI — NEGOTIATION PROCEDURE**

##### **A. Parties' Representatives**

The Board and the Association agree that their duly designated representatives shall negotiate in good faith regarding wages and conditions of employment.

##### **B. Starting Date**

Negotiations shall commence by April 1 of the calendar year in which this Agreement terminates, unless the parties shall otherwise mutually agree.

##### **C. Exchange of Information**

The Board and the Association will each supply non-confidential information which is relevant and necessary for negotiations. Each party agrees to pay the cost of duplicating any such information when extra copies are not available. Neither party shall be required to collect or collate any data or information nor to furnish any requested information more than once.



D. Agreement

When the parties have reached a tentative agreement, the matters agreed upon will be reduced to writing and presented to the membership of the Association and the Board. When ratified by those separate memberships, the matters agreed upon will be incorporated into a revised edition of the Agreement. The Board and the Association shall share equally the cost of the first 225 copies of the Agreement. Each employee covered by the Agreement will receive one copy, the Board will receive fifty (50) copies, and the unused balance will be divided equally between the Association and the Board. There shall be one signed copy for each party.

E. Mediation

If agreement and contract terms are not reached, mediation may occur in accordance with any applicable provisions of the Illinois Education Labor Relations Act.

**ARTICLE VII — COMPENSATION AND BENEFITS**

A. Compensation

The Compensation schedule for the term of this Agreement is attached as Appendix A.

B. Reimbursement for Mileage

Employees required by the District to use their own automobiles to conduct their duties shall be reimbursed for that usage at the rate of \$.25 per mile, but not less than \$.02 per mile less than the current rate authorized by the Internal Revenue Service.

C. Bus Driver's License

The Board will pay the cost for a bus driver's chauffeur's license and renewal approximately thirty (30) days before the expiration date of that license. If bus drivers are required to work hours beyond their regular work week in order to comply with current state laws, they shall be compensated at their scheduled hourly rate of pay.

D. Meal Allowance

Bus driver meal allowance shall be set at actual cost of the meal not to exceed \$6.00 per meal. Only those meals necessary to the driving assignment will be eligible. Proper documentation of expenses, including destination of trip, time of day, date of trip, and receipts, will be necessary for reimbursement.

E. Physical Examinations

The District shall reimburse a maximum of \$85 for required physical examinations, including NIDA-approved drug and alcohol tests, for a bus driver. The bus driver must provide evidence that the provider is NIDA-approved prior to receiving the necessary forms from the District.



F. Trips

A list of all transportation department employees, who work regular schedules and who have completed the probationary period, shall be created. This list shall be in sequence from longest continuous employment in the transportation department to shortest continuous employment in the transportation department. Criteria for eligibility for trips shall be developed by a committee comprised of six (6) employees (three (3) appointed by the Association and three (3) appointed by the administration). Decisions of the Committee shall be by consensus.

At the beginning of each week, beginning with the most senior person on the list and continuing in sequence through the list with each employee selecting one trip, employees who meet the eligibility criteria and who have not yet been scheduled for forty (40) hours of pay that week shall be allowed to select trips. This process shall continue until all trips are taken or all eligible employees have been allowed to select the trips they wish to take. (Any trips not filled by 4:00 p.m. Thursday may be assigned to any volunteer.) Employees scheduled to work more than forty (40) hours during the week shall be eligible to select trips only after all other employees have had that opportunity.

Selection for trips scheduled on Sundays and holidays shall be by seniority on a continuous rotating basis regardless of the number of hours driven.

G. Transportation Overtime

Time and one-half will be paid for hours worked over 40 during the regular work week and double time will be paid for Sunday and holidays if needed.

H. Overtime for Custodial/Maintenance

Time and one-half will be paid for hours over the regular work week and double time shall be paid for Sunday and legal school holidays if worked. Scheduled non-emergency overtime shall be offered to all employees within a school building on a rotating basis by seniority, except in areas requiring special expertise as determined at each building. Overtime shall be offered to bargaining unit members before offering it to non-bargaining unit members. Those employees who performed security and/or related duties at the high schools on an overtime basis prior to 1991-92 shall continue to perform said duties on the same basis as in 1990-91. Employees assigned to more than one school shall be included on each school overtime list in accordance with the percentage of time assigned to each school. The administration of the overtime schedule shall be the responsibility of the administration:

Where possible a two week schedule of events will be posted, with the second week events listed on a projected basis. When the first week's events are completed, the second week moves up and a new second week of projected events is posted.

I. Vacations

1. In a given building the employee having the greatest seniority shall have the first choice of vacation only when the employee applies for vacation during the open request period. Open request for vacations shall occur each year between April 1 and April 30. During each period an employee may apply for vacation by notifying his/her immediate supervisor of his/her requested vacation for the following July 1 through August 31 (14 months). The immediate supervisor shall notify the employee of the disposition of his/her request no later than June 1.

Employees may apply for vacation at any time during the year; however, approval or denial of such vacation shall rest with the administration and shall not be precedential. The immediate supervisor shall notify the employee of the disposition of his/her request no later than ten (10) working days after receipt of the request.

2. Requests for vacation shall be submitted to the designated supervisor at least twenty (20) working days prior to the requested vacation period, provided that unusual situations may allow the administration to grant vacation time without the specified notice.

Such requests shall be granted on a first-come, first-served basis. However, approval or denial of any request for deviation from these rules shall not be precedential in regard to any other such request. Vacation days shall be earned between July 1 and June 30 of a particular year in accordance with the schedule below. Those earned days are to be taken in the following July 1 to June 30 year except that the administration may request an alteration because of the schedule of work to be completed.

In the event two or more employees request the same vacation period on the same day, the employee with the greatest seniority shall receive first consideration.

3. Any employee whose services are terminated prior to the completion of six (6) months of service is not entitled to any vacation pay upon termination. Vacation earned for serving less than a full year of service in all assignments shall be prorated.
4. Employees may elect to use up to two of their vacation days per year for personal vacation leave, such leave to be granted if the employee gives written notice at least forty-eight (48) hours before the leave and provided that the Board is not required to grant such leave for a particular day to more than one employee from a single shift in a building. Such leave does not replace emergency days as specified in Article IX of this Agreement. Personal vacation leave may not be taken on the days immediately before or after a holiday, school vacation period, beginning or end of a school term, or any other scheduled absence.

J. Vacation Allotment

A holiday falling within the vacation period, whether selected or assigned, is not counted as part of the vacation, and that day will not be counted against the total vacation days allotted the employee. The following number of days of vacation shall be allotted after completion of the indicated years of service:

<u>Years Completed</u>	<u>Number of Days</u>
1	10
2	10
3	11
4	12
5	13
6	14
7	15
8	16
9	17
10	18
11	19
12	20

Those qualifying for the fourth week (20 days) will have to schedule that week during the regular school year.

K. Retirement Stipend

The Board recognizes the important role of long term services to the District. Upon his/her reaching age sixty-five, or retirement, whichever comes first, the Board of Education shall award a retirement stipend to the employee with 180 or more months of continuous regularly scheduled service at five (5) hours or more in the District. The stipend shall be in the amount of \$400 payable with the last check of the year the employee reaches age 65 or retires from the District. Any employee who retires from the District with more than 180 months of service will receive an added \$20 for each additional year of service until a maximum of \$500 has been reached.

L. Personal Property Damage

The District will pay for glasses broken or damaged while an employee is on the job so long as the damage or loss is not attributable to the employee's negligence. (Damage shall be interpreted so as to include the droppage of glasses into any place where the location is known but from which the glasses cannot be retrieved.) Notification of damage or breakage must be made to the District Business Office by the employee's supervisor prior to the employee securing the necessary repairs. The District reserves the right to select the institution that makes the repair.

M. Insurance

1. Life Insurance

The Board pays the entire premium cost for employees who are regularly scheduled for five hours of work or more for a \$35,000 term life insurance policy.

## 2. Hospitalization and Major Medical

The costs of the hospital-medical-surgical insurance program are shared through Board and employee contributions as established by the number of years of employee participation in the Plan. Each participant must progress through the 30-40-60-75-95 percent formula regardless of when he/she elects to start the program. The percent of costs underwritten by the Board for individual and family coverage is shown by the following schedule:

10/93 2) 4  
10/94 10/94

Years of Employee Participation	1	2	3	4	5+
Percent Paid by Board	30%	40%	60%	75%	95%

12.43  
12.43

Employees new to the system are eligible to participate in the cost sharing program in their first year of employment.

Employees who retire from the District and who have participated in the District group health insurance coverage for the previous eight (8) years may elect to retain health insurance coverage for five (5) years or until age 65, whichever last occurs. At age 65 coverage may, at the Board's option, convert to a Medicare Supplement Plan as currently provided. In addition, employees who have participated in the District group life insurance for the previous eight (8) years may elect to retain life insurance coverage until age 65. The Board will continue to contribute its percentage share of the premiums for the above time periods.

## 3. Dental Insurance

The costs of the dental insurance program are shared through Board and employee contributions as established by the number of years of employee participation in the plan. Each participation must progress through the 30-40-60-75-95 percent formula regardless of when he/she elects to start the program. The percent of costs underwritten by the Board for individual and family coverage is shown by the following schedule:

Years of Employee Participation	1	2	3	4	5+
Percent Paid by Board	30%	40%	60%	75%	95%

Employees new to the system are eligible to participate in the cost sharing program in their first year of employment.

#### **4. Health Insurance Review Committee**

In the interest of retaining the high quality of the health insurance program, while at the same time making it the most cost-effective, the Association and the Board will establish a joint review committee comprised of representatives from all employee groups currently participating in the Plan. The Association will appoint all bargaining unit members to the committee.

#### **N. Long Term Disability**

Commencing with the first day of the month following Board ratification of this Agreement, upon exhaustion of accumulated sick leave or 60 calendar days from becoming disabled, whichever is greater, the Board will provide each active full-time employee, as defined by the Insurance carrier, with long-term disability Insurance, fully integrated with IMRF System disability and/or its equivalent, to a maximum of 70% of the employee's last annual salary at the time of disability coverage, provided that, if the employee shall not have long-term disability coverage, the limit shall be 60%. This benefit will be provided as long as such disability continues or until age 65, whichever is earlier. All eligible employees shall receive long-term disability insurance benefits regardless of pre-existing conditions. The Board reserves the right to select the Insurance carrier.

#### **O. Holiday Pay**

In order for an employee to be eligible for holiday pay, he shall be required to be present the day previous to the paid holiday as well as the first workday following the paid holiday. If illness is the cause of absence on either of the days, the employee may be requested to submit a statement concerning the illness before any additional sick leave days will be granted in that particular school year. Employees will be paid for the holiday if the absence set forth is the result of an excused illness.

The following are the paid holidays for custodians, maintenance, custodian-bus drivers, 39 week per year/40 years per week bus drivers, seven (7) hour bus drivers and mechanics:

- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day
- New Year's Day
- Martin Luther King, Jr.'s Birthday
- Lincoln's Birthday
- Casimir Pulaski Day
- Good Friday
- Memorial Day

The following are the paid holidays for five (5) hour drivers:

Veteran's Day  
Thanksgiving Day  
Christmas Day  
New Year's Day  
Good Friday

Should one of these holidays fall on Saturday or Sunday, a weekday shall be designated as the holiday. The day after Thanksgiving will be a non-workday without pay.

P. Call-In Time

Any employee called to return to work outside of and not immediately before or after his/her regularly scheduled shift shall be paid a minimum of two hours at the appropriate rate. Such employees may be required by the administration to perform work during that entire two hours. This two-hour minimum shall not apply to head custodians performing such duties as building checks for which they are compensated by their special increments.

Q. Pay Schedule

Thirty-nine week employees have the option of having their pay spread over fifty-two weeks by notifying the Personnel Office.

## **ARTICLE VIII — WORKING CONDITIONS**

A. Work Week

The employee work week is forty (40) hours, except that during school vacation periods the work week shall be 37.5 hours, except that full-time head custodians shall work 40 hours per week 52 weeks per year. (The summer vacation period shall be defined as beginning with the first full week after the last day of school and ending the last full week preceding the opening of school.) The actual work shift is assigned by the administration. A Saturday assignment is part of the work week assignment, if so designated.

Employees who regularly work thirty-seven and one-half (37.5) or more hours per week shall be provided with two (2) fifteen minute breaks per day, one normally occurring during the first half of the shift and one occurring during the second half of the shift. Such employees shall also be provided with a duty-free meal break of at least thirty (30) minutes. Exceptions to these provisions may occur because of unusual circumstances or because of non-standard work schedules.

B. Description of Job Responsibilities

The Board and the administration recognize the need to maintain clearly defined job responsibilities for all classifications. The descriptions, which shall be reviewed and revised as necessary during the term of this Agreement, will include all positions in the bargaining unit.




C. Uniforms

The District will replace worn out custodial and maintenance uniforms as soon as possible after January 1 of each year, with a limit of five (5) uniforms per year, the actual number to be determined by the number of worn out uniforms returned to the District. The decision to make these replacements shall lie solely with the District. All custodial and maintenance personnel hired by the District will be supplied with three (3) new uniforms upon completion of ninety (90) days of continuous employment in the District. After one year of continuous employment in the District, the employee shall be given two (2) additional uniforms to bring the total to five (5). The District shall furnish two (2) sets of coveralls per building to be used for utility work.

As a part of the employee uniform option, the Board shall, where available, include the selection of uniforms constructed of cotton, polyester and cotton/polyester materials. These choices shall apply to shirts including "polo-style" shirts, long and short trousers, and coveralls.

D. Professional Growth



The District shall encourage professional growth and attempt to provide opportunities for approved employees to attend professionally-related meetings or conferences. Professional growth opportunities shall be posted on the employee bulletin board in each building and shall be updated every six (6) months if necessary. The Association President may request an annual meeting with the Director of Business Affairs to review the previous year's professional growth activities and to make recommendations for the subsequent year. Employee requests for approval to attend professionally-related meetings, conferences or training sessions other than district-sponsored activities shall be directed to the Director of Business Affairs. Decision to approve or deny any such requests shall not be precedential regarding any other such request.

E. Probationary Period

Each employee will serve a probationary period of ninety (90) days during which time they may be disciplined or dismissed at the Board's will. Thereafter, discipline or dismissal shall be for just cause as appropriate. When any employee is required to appear before any supervisor or administrator for any reason related to discipline, the employee may, at his/her option, elect to have a representative present.

F. Evaluation

Each employee who has completed his/her probationary period shall be evaluated at least once every two (2) years, with the employee's immediate supervisor to be included as an evaluator. The employee and his/her evaluator(s) shall meet to discuss the evaluation. The evaluator(s) and evaluatee shall each sign the evaluation, with the latter signature indicating he/she has read the evaluation. The evaluation shall be filed in the employee's personnel file and the employee shall be given a copy of the evaluation. The employee shall have the right to attach a written response to the evaluation or to submit such response for attachment within ten (10) days of receipt of the written evaluation.

An employee whose area is being reviewed for the periodic inspection report shall be notified of the inspection prior to that inspection. The employee may request a walk-through review of the inspection with the supervisor. Periodic inspection forms shall include a space for employee comments and responses.

G. Safe Working Conditions

Employees shall not be required to work under conditions which endanger their lives or physical health.

**ARTICLE IX — LEAVES**

A. Sick Leave

Sick Leave will be fifteen (15) days per year accumulating to a maximum of 260 if not used. An employee whose first employment date is on January 1 or after shall receive one sick leave day per month until July 1 of the same year, at which time the employee will receive another fifteen (15) days. Anyone starting before January 1 of any fiscal year shall automatically receive fifteen (15) sick leave days and another fifteen (15) days on July 1.

Sick Leave shall be interpreted to mean personal illness, quarantine at home or serious illness or death in the immediate family or household. Immediate family shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians.

Any other leave shall be reported and charged in full or half day increments. If an employee's absence on a particular day is for a period of time equal to no more than one half (1/2) of the scheduled hours of work, excluding any meal break, for that day, he/she shall be charged for one-half (1/2) day of leave. Any absence which exceeds one-half (1/2) of that day's scheduled hours of work shall be charged as a full-day of leave.

B. Sick Leave Bank

The existing sick leave bank may be used in accordance with this article until the existing days are exhausted. To be eligible for use of sick leave days from the sick leave bank, an employee must:

1. Have exhausted his/her accumulated sick leave and not yet be eligible for long term disability.
2. Have a major disability or major illness which has required continuous and prolonged absence from work for a minimum of 45 working days.
3. Submit a physician's statement verifying the major illness or disability which makes it impossible for the employee to perform his/her assigned duties, provided that the Board retains the right to have the employee examined by a physician selected by the Board.



Any employee determined to be eligible for use of sick leave days from the sick leave bank shall be limited to the following schedule:

<u>Years of continuous services in the District</u>	<u>Eligible number of days from sick bank</u>
Less than one	5
1-2	15
3 or more	30

If an employee has used one-half or more of his/her accumulated sick days without a major illness, the Board may disallow that employee's use of the bank. Prior to the Board's decision to approve or deny use of the sick leave bank, the Association shall be informed.

**C. Doctor's Verification of Illness**

1. Any employee who has been absent from work for sick leave reasons more than seven (7) days in any given work year may be required to submit a statement from his/her doctor concerning the illness before any additional sick leave days will be granted in that particular school year.
2. Any employee who is absent for more than three consecutive days due to illness may be required to submit to the administration a statement from his/her doctor certifying he/she is able to return to work.
3. Any employee whose pattern of absence gives good cause for concern may be required to submit to the administration a statement from his/her doctor verifying the reason for absence.

**D. Emergency Leave**

An employee may request time off without loss of pay for emergency circumstances which are beyond the control of the employee and cannot be reasonably anticipated or avoided. The requests for such leave shall contain a statement clearly explaining the circumstances which require time away from assigned duties. A maximum of three (3) days per year of emergency leave may be approved.

The Board shall grant each employee who is not employed on a fifty-two (52) week basis two (2) personal days each year after the first year of such employment. These days shall not be cumulative from year to year. These days cannot be taken on the days immediately before or after a holiday, school vacation period, beginning or end of a school term, or any other absence.

**E. Personal Business**

The Board shall grant each employee who is not employed on a fifty-two (52) week basis two (2) personal days each year after the first year of such employment for non-recreational personal business which cannot be conducted at any other time. These days shall not be cumulative from year to year. These days cannot be taken on the days immediately before or after a holiday, school vacation period, beginning or end of a school term, or any other absence.

F. Religious Leave

If the employee has used both of his/her personal leave days as specified in Article IX. E., he/she shall be granted one (1) additional personal day for observance of a bona fide religious holiday of his/her faith if that holiday occurs on a scheduled work day.

G. Leaves of Absence

A leave of absence without pay may be granted for up to one (1) year for employees with more than one (1) year's regularly scheduled service at five (5) hours or more with the District. All requests must be made in writing to the Superintendent or his designee and must be accompanied by a recommendation from the employee's supervising administrator. An employee granted a leave under this provision shall upon return be entitled to a comparable position within the District.

**ARTICLE X — SENIORITY**

A. Definition of Seniority

Seniority shall be defined as the length of continuous service within the district as a member of what is now the bargaining unit. Accumulation of seniority shall begin from the bargaining unit member's first working day. In the event that more than one individual bargaining unit member has the same starting date of work, positions on the seniority list shall be determined by date of hire. In the event that two or more bargaining unit members have the same date of hire, positions on the seniority list shall be determined by drawing lots. Probationary bargaining unit members shall have no seniority until the completion of the probationary period, at which time their seniority shall revert to their first day of work.

B. Classification Within Bargaining Unit

1. Custodial
2. Maintenance
3. Bus Driver-Custodian
4. Bus Driver
5. All other bus drivers
6. Mechanics

C. Maintaining and Posting of Seniority Lists

The initial seniority list shall be prepared by the administration and communicated to the President of the Association within thirty (30) days after the effective date of this Agreement with a revised list prepared annually thereafter.

## **ARTICLE XI — REDUCTION IN FORCE/LAYOFF/RECALL**

- A. Should it become necessary in the determination of the Board to effect reductions in staff, whether by reducing the hours of employees or by the institution of layoffs, the Board shall be bound by the following procedures:
1. Within work classifications as specified in Article X.B., there shall be posted an updated seniority list and employees shall have a reasonable period of time to challenge such list. In effecting reductions, the Board shall first reduce probationary staff by classification. Then, if further reductions are necessary, the Board shall reduce non-probationary employees by classification in reverse seniority order, except as may be allowed in A.2 as follows.
  2. However, the Board may, but shall not be required to, reduce non-probationary staff within a classification without regard to seniority if the employee's most recent evaluation has an overall rating of less than "satisfactory." In such cases the Board may reduce such employees regardless of their seniority rank.
- B. Any employee affected by reduction in force or layoff shall have recall rights as noted below. These rights of recall shall:
1. Not apply to staff reduced because of less than "satisfactory" rating;
  2. Not apply to probationary employees;
  3. Exist for a period of time equal to twelve (12) consecutive months (365 calendar days) from the date the Board took formal action to reduce staff;
  4. Apply in reverse order of layoff (with recall being offered first to the most senior staff reduced) by classification;
  5. Be offered by the Board by sending an offer of recall, certified mail return receipt requested, to the employee's last known address as listed with the Personnel Office. Mailing of such notice shall be an effective offer of recall and, if not accepted within twenty (20) days of mailing, such right shall be relinquished.
- C. In no case shall a new employee be employed by the Board while there are bargaining unit members with recall rights who are qualified for a vacant or newly-created position within the classifications listed in Article X.
- D. During the recall period, a laid off bargaining unit member shall, upon application and at his/her option, be added to the substitute custodial/maintenance list.

## **ARTICLE XII — EFFECT OF AGREEMENT**

### **A. Complete Agreement**

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.

### **B. Savings Clause**

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

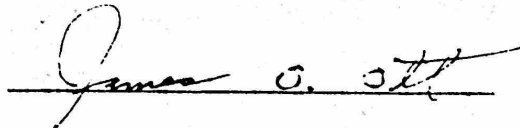
### **C. Term of Agreement**

This Agreement shall be effective July 1, 1993 through June 30, 1994.

FOR THE BOARD OF EDUCATION

  
\_\_\_\_\_

FOR THE ASSOCIATION

  
\_\_\_\_\_

## APPENDIX A — COMPENSATION

### 1. Salary 1993/94

1993/94

#### Custodians, Full-time Bus Drivers and Bus Drivers /Custodians

First 3 months	\$12.75
Step I	\$13.75
Step II	\$14.19

#### Maintenance and Grounds

First 3 months	\$13.60
Step I	\$14.45
Step II	\$15.05

#### Phase-Out

\$ .35 hour/increase

Upon good evaluation, employees shall move to Step I 3 months after initial employment and to Step II 12 months after initial employment.

#### Time Sheet Drivers

First 3 months (Probation)	\$10.23
Step I (End of probation to 4 years after initial employment)	\$11.28
Step II (At 4 years after initial employment and thereafter)	\$11.78

#### Mechanics

\$34,727  
\$29,242  
\$26,619  
\$24,969

Handwritten calculation:  
1.50  
33.95  
20.50  
134.50

Handwritten calculation:  
14.19  
1.50  
15.69  
05

Handwritten calculation:  
2 14.19  
07  
99.33  
14.19  
151.833

1205

2. Increments

<u>Positions</u>	<u>1993/94</u>
Junior High Head Custodian and District Maintenance	\$4,535
Elementary Head Custodian	\$3,395
Second Shift (For shifts beginning at 1:00 p.m. or after; applies only to portion of work year during which the second shift is worked.)	7% of current rate of pay (custodial or maintenance, as applicable)
Third Shift (Added to second shift custodian increment for those shifts beginning between 10:00 p.m. and 3:00 a.m.)	\$1,205
Swing Shift (For shifts beginning at 10:00 a.m. or after; applies only to portion of work year during which the swing shift is worked.)	3-1/2% of Step I (custodial or maintenance, as applicable)
Bus Driver/Custodian	\$1,480
High School Night Supervisor	\$2,310
Junior High School Night Supervisor	\$2,050

3. Longevity Pay

Upon good evaluation, 12 month employees and 39 weeks per year/40 hours per week bus drivers are to be paid a longevity pay of 1/2% of the base pay (Step I of the custodian schedule) for the sixth year of continuous service (after completion of five full years of service) in the District and for each year thereafter.

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**APPENDIX B — PAYROLL DATES 1993/1994**

**1993**

July 2, 1993  
July 16, 1993  
July 30, 1993

August 13, 1993  
August 27, 1993

September 10, 1993  
September 24, 1993

October 8, 1993  
October 22, 1993

November 5, 1993  
November 19, 1993

December 3, 1993  
December 17, 1993  
December 30, 1993

**1994**

January 14, 1994  
January 28, 1994

February 11, 1994  
February 25, 1994

March 11, 1994  
March 25, 1994

April 8, 1994  
April 22, 1994

May 6, 1994  
May 20, 1994

June 3, 1994  
June 17, 1994

## **APPENDIX C — CAFETERIA PLAN PROVISION**

1. The Board shall maintain a flexible benefit plan which meets the requirements of Section 125 of the Internal Revenue Code. If, at any time, such Section 125 or related Regulations are amended, the parties shall promptly revise the Plan to comply with the amendment.
2. An employee may annually elect to participate by choosing to receive benefits not to exceed \$20,000 in any plan year. The amount elected shall be deducted from the employee's compensation along with deduction of contributions to the IMRF which may be required on such cafeteria plan payments. The initial plan year shall commence on December 1, 1991, and end on September 30, 1992. Prior to the beginning of the plan year, each employee shall, in writing, designate the dollar amount(s) elected for that year for each of the following benefits:
  - a. Premiums for group medical, dental or other insurance, single or dependent coverage, to the extent such premiums are not paid by the Board.
  - b. Reimbursements for the amount of the deductibles on the group insurance and for any other unreimbursed medical care as defined in Section 213 of the Internal Revenue Code.
  - c. Reimbursement for dependent care assistance as defined in Section 129 of the Internal Revenue Code up to \$5,000 or \$2,500 if married participant files separate return.
3. The amounts designated may not be changed during the plan year except if there is a change in family status or other circumstance provided in the Regulations issued by the Internal Revenue Service. Any amounts designated for which valid reimbursement claims are not made on a timely basis will be forfeited and not otherwise paid to the employee during that year and not carried over to a succeeding plan year.
4. The dollar total of the designated fringe benefits election pursuant to the Plan will be deducted in equal amounts from the employee's salary payments during the plan year unless otherwise specified.
5. Claims for reimbursement may be submitted no more often than once per month, in minimum amounts of not less than \$50 (except for the final month in a plan year), unless an Agreement with a plan administrator provides otherwise. Claims for reimbursement must be for services received during the plan year.