

**AGREEMENT BETWEEN**

**BOARD OF EDUCATION**

**OF**

**NAPERVILLE COMMUNITY UNIT SCHOOL  
DISTRICT 203**

**AND**

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

**1996 — 1999**

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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), grounds keepers, mechanics, and maintenance employees and all regularly scheduled 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.

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## **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. An employee may file a written response or explanation of any material in his/her personnel file.

Each employee shall receive a copy of any material placed in his/her building file, which is defined as a file which is maintained solely for that employee's records. The employee shall have the right to review the contents of such file and may file a written response to or explanation of any material in such file.

### **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.

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#### **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.

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## **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/her 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 fifteen (15) 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. The Board may deny an untimely request and any denial or approval of an untimely request is without precedent as to any other such request. 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 the third paragraph, 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. 7

The Association agrees to defend, indemnify, and save the Board harmless against any claim, 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**

The Board shall bargain with the Association over the impact upon employees of any decision by the Board to subcontract work currently performed by employees.

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## 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* — Those days on which the District Administrative Center is scheduled to be open.

### C. Procedures

**Step 1** — 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 fifteen (15) days, or as otherwise mutually agreed between the Board and the Association, 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 or extend the time lines upon mutual agreement of the parties. The arbitrator shall be selected from a 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 use 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.

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## **ARTICLE V: ASSIGNMENTS**

### **A. Posting of Positions**

The Superintendent or his/her designee shall assign and transfer all personnel. With the exception of bus driver vacancies, notification of vacancies covered by this Agreement shall be posted in a conspicuous location in all buildings and a copy of the notice shall be sent to the Association President. Notice of the 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.



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#### **D. Route Selection**

Drivers will select routes no later than the end of 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 a 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 be used in any future disciplinary situations.

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## **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, hours, terms, 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 450 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 on contract terms is not reached, mediation may occur in accordance with any applicable provisions of the Illinois Educational Labor Relations Act.

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## **ARTICLE VII: COMPENSATION AND BENEFITS**

### **A. Compensation**

The Compensation schedule for the term of this Agreement is attached as Appendix A. Employees who work less than fifty-two (52) weeks per year shall have a work year or, at the Board's discretion, an annual salary based on a total number of work days that is no less than the number of work days in the 1993/94 work year.

### **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 current rate authorized by the Internal Revenue Service.

### **C. Commercial Drivers License and Permits**

The Board will pay the following costs for bus drivers:

1. New drivers license upgrade fee (CDL) — full amount
2. Illinois School Bus Drivers Permit fee — full amount
3. Drivers license renewal (CDL) — full amount
4. 8-hour class — Board pays \$20.00
5. 2-hour refresher course required by current state laws — scheduled hourly rate of pay and all fees.
6. Federal or state required alcohol and controlled substance tests — full amount for initial tests. (The Board shall provide information to the employee regarding lawful substances which result in a positive test if such information is available to the Board.)

None of the above employee activities nor any other such permits, tests or classes shall be subject to this Agreement's provisions on Reimbursement for Mileage or Call-In Time.

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#### **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. To justify a meal a trip must be a minimum of four (4) hours or, if contiguous to a run, a minimum of six (6) hours including run time, never to exceed three (3) meals in any given twenty-four (24) hour period. In order to justify two (2) meals, total consecutive trip time must be ten (10) hours or the sum of regular run time and contiguous, consecutive trip time must be twelve (12) hours.

#### **E. Physical Examinations for Bus Drivers**

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. The district shall reimburse for one controlled substance retest of a split sample if that retest indicates that the initial test result was a false positive result.

#### **F. Trips for Transportation Employees**

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, provided the selected trips will not earn drivers more than forty (40) hours of pay that week. 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 4:30 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.

If actual time paid for a trip is two (2) or more hours less than the time for which the trip was posted, the employee who drove the trip shall be paid for one (1) additional hour, except that such additional time, or fraction thereof, shall not be paid if that employee's paid hours exceed forty (40) for that week.

If a trip which a driver is scheduled to take is canceled for reasons not within the control of the driver within twenty-four (24) hours of the scheduled departure time of the trip, and the driver is not offered another trip, the driver shall be paid for the actual trip time up to, but not to exceed, two (2) hours.

#### **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 Sundays 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 Sundays 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's 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.



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Where possible a two week schedule of events will be posted, with the second week's 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 for 52 Week Employees**

1. In determining the vacation schedule for employees in a particular building, the employee having the greatest seniority as defined in Section X.A. shall have the first choice of vacation during the open request period. Open request for vacation 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 and provided that an employee may use a particular year's vacation in July and August of the subsequent year.

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.



## **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 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 for Employees Who Are Regularly Scheduled for Five Hours of Work Or More Per Day**

### **1. Life Insurance**

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

### **2. Hospitalization — Medical-Surgical and Dental**

The costs of the hospital-medical-surgical and dental 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:

96-97  
97-98  
98-99  
99-00  
00

Years of Employee Participation	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5+</u>
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.

An employee shall move to step 2 on the participation schedule on October 1 following the employee's first full year of participation in the insurance program.



Employees with ten (10) consecutive years of service in the bargaining unit in positions eligible for group insurance participation who meet the late entrant requirements may begin participation on the premium buy-in schedule at year three (3). Time on leave of absence does not interrupt nor count toward consecutive service.

Employees who retire from the District and who have participated in the district hospital-medical-surgical insurance program for the previous eight (8) years may elect to retain health insurance coverage for five (5) years. At age 65 coverage may, at the Board's option, convert to a Medicare Supplement Plan as currently provided.

The Board will continue to contribute its percentage share of the premiums for the above time periods, except the employee will pay any increase in premium cost for the length of this contract.

### **3. 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 for Employees Who Are Regularly Scheduled for Five Hours of Work or More Per Day**

Commencing with the first day of the month following Board ratification of this Agreement, upon exhaustion of accumulated sick leave or sixty (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.

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**O. Holiday Pay for Employees Who Are Regularly Scheduled for Five Hours of Work or More Per Day**

In order for an employee to be eligible for holiday pay, he/she shall be required to be present the workday 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, emergency day or vacation day.

The following are the paid holidays for custodians, maintenance, custodian-bus drivers, 39 week per year/40 hours 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

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

Veteran's Day  
Thanksgiving Day  
Christmas Day

New Year's Day  
Good Friday

The Friday after Thanksgiving is a non-workday without pay. When a holiday falls on a Saturday or Sunday, another day off shall be granted by the Board if that day is a non-school day. If school is in session on any of the above holidays, another day shall be designated by the Board as a paid holiday.

**P. Call-In Time for Custodial, Maintenance, Mechanics, and Grounds Employees**

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.

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### **Q. Early Dismissal Bus Runs**

Bus drivers shall be compensated for early dismissal runs as follows:

1. Full early dismissal runs shall be paid the same as the regular PM runs provided the runs are contiguous (contiguous being defined here as less than one hour down time between the hours for which an employee receives pay).
2. Partial early dismissal runs shall be paid for the actual time worked provided the runs are contiguous (contiguous being defined here as less than one hour down time between the hours for which an employee receives pay).
3. Partial early dismissal runs shall be paid a two-hour minimum if they are not contiguous (contiguous being defined here as less than one hour down time between the hours for which an employee receives pay).

### **R. Pay Schedule**

All non fifty-two (52) week employees have the option of having their regular pay spread over fifty-two weeks by notifying the Business Office two weeks prior to the first pay day.

## **ARTICLE VIII: WORKING CONDITIONS**

### **A. Work Week for 52 Week Employees**

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.

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## **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, revised, and provided to employees by the Board as necessary during the term of this agreement, will include all positions in the bargaining unit.

## **C. Uniforms for 52 Week Employees**

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. A decision to approve or deny any such requests shall not be precedential regarding any other such request.

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Transportation Department employees may be required up to nine (9) times a year, to attend inservice activities during non-driving times. These inservices are to be no more than two (2) hours in length, and must conclude no later than 2:00 p.m. The Director of Transportation, or designee, will ensure employees have enough paid non-driving time, over the prior two (2) weeks inclusive of inservice date, to compensate employees for such inservice. Otherwise, payment for inservice will be at the employee's regular pay rate. Transportation employees will be involved in selecting the day and time of inservices, and the topics discussed.

#### **E. Probationary Period**

Each employee will serve a probationary period of ninety (90) days during which time he/she 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. An employee who voluntarily terminates employment with the bargaining unit for a period of one work year or longer, except if such termination is for an approved leave of absence, will serve a new probationary period upon reemployment in the bargaining unit.

#### **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.



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## **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. Sick days will be prorated, to the nearest half day, based on the days in the work year for an employee whose employment begins after the first workday in that year.

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. In addition, sick leave may be granted an employee for a person not covered herein, provided that the granting of said leave shall be entirely within the Board's discretion and shall not be precedential as to any other request.

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. 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 twelve (12) month period 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 twelve (12) month period.
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.
4. Upon request of the employee, the request to submit a statement from his/her doctor may be appealed to the Assistant Superintendent for Personnel and Association President for review. Such review shall not change the employee's obligation to submit a doctor's statement unless such is directed by the Assistant Superintendent for Personnel.

### **C. 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.

### **D. Personal Leave**

Each non-fifty-two (52) week employee shall be granted two (2) days of personal leave each contract year, nonaccumulative to any other contract year, for non-recreational personal business which cannot be conducted at any other time. Under no circumstances shall the employee use the personal leave day in order to work at a job or position for which the employee is in any way compensated. A written request for such absence must be submitted to the Director of Transportation at least two (2) workdays prior to the leave except in the event of an emergency, in which case an oral request may be made. Request for use of personal leave immediately prior to or following a school holiday, vacation, or the end of a school semester or term must be submitted in writing to the Superintendent, or designee, and be accompanied by an explanation of the request. Approval or denial shall not be precedential regarding any other request. Unused personal leave shall accumulate as sick leave without regard to the maximum set forth in Section A of this Article.

Notwithstanding the above, an employee who utilizes zero (0) personal days, including the carry over day referenced here, during a school year, may carry over one (1) personal day to the subsequent school year, for a maximum of three (3) available days. Non-carry over days shall continue to accumulate as sick days.

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### **E. Religious Leave for Employees Entitled to Personal Leave**

One (1) additional personal day shall be granted to those employees taking part in religious observances on recognized religious holidays of their faith not otherwise scheduled as school holidays, if the employee has used all of his/her personal leave days as specified in Section D. of this Article.

### **F. 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 per day with the District. All requests must be made in writing to the Superintendent or his/her 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.

An employee who has been granted an unpaid leave of absence shall notify the Personnel Office, in writing, of his/her intent to return to active employment at least sixty (60) calendar days before the last day of the leave. A leave of more than thirty (30) days but less than ninety (90) days shall require notice equal to one half (1/2) the number of days in the leave. A leave of thirty (30) days, or less, shall require no such notice. The specific notification date must be given by the Personnel Office, in writing, to the employee upon approval of such leave.

## **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 after the completion of his/her training period. (During the training period prior to assignment and driving of student routes, a bus driver shall be paid at the rate of \$7.00 per hour. Such training period shall not be applicable to seniority or create eligibility for any other benefits. During training, bus drivers



shall be paid in accordance with the District's established timesheet procedure.) 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. Seniority shall not include unpaid leaves of absence, unpaid suspensions, and other such unpaid periods of thirty (30) consecutive work days or longer during which an employee does not work, but such periods shall not constitute breaks in service for purposes for determining seniority, rates of pay, or benefits.

This definition of seniority shall not be interpreted to create seniority and other benefits based upon a period of prior employment when an employee is reemployed in the district after a break in service. An employee who is terminated under adverse conditions and then is re-employed is reinstated as a new employee as it relates to salary placement, seniority, probation, insurance, sick days, and training pay.

## **B. Classification Within Bargaining Unit**

1. Custodial
2. Maintenance and Grounds Keepers
3. Bus Driver-Custodian
4. Bus Driver (39 weeks per year/40 hours per week)
5. All other regularly scheduled 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.

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## **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 procedure:

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.

- 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 probationary employees;
2. 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;
3. Apply in reverse order of layoff (with recall being offered first to the most senior staff reduced) by classification; and
4. 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.

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## **ARTICLE XII: SUMMER SCHOOL WORK FOR DRIVERS**

1. Drivers will indicate their interest in working during summer school by signing the posted summer work sign up sheet prior to the end of the regular school term.
2. All summer positions will be posted with as much information as possible prior to the route selection process. Drivers will select positions prior to the beginning of summer work. The order in which drivers select positions 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 until all drivers have made their selections.
3. When a driver is absent due to illness as defined in Article IX, Section A, he/she may use a sick day from his/her regular sick leave allotment, with no more than three (3) sick leave days to be used by any driver during any single summer. If a driver so chooses, he/she may take an unpaid day instead of a sick day.
4. There will be a two hour minimum for each non-contiguous run (with non-contiguous defined here as at least one hour down time between the end of one run and the start of the next run).

## **ARTICLE XIII: CONTROLLED SUBSTANCE AND ALCOHOL TESTING**

The Board and the Association agree to abide by federal and state statutes and regulations related to testing of employees for use of controlled substances and alcohol, including those contained in the Omnibus Transportation Employee Testing Act of 1991, 49 USC 271.7 et seq., and any amendments thereto. No employee shall be required to submit to requirements applicable under this provision, including testing, information, and training sessions, without receiving compensation for such time as for other work. This provision does not preclude employees from submitting to such requirements during their regularly compensated hours.

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## **ARTICLE XIV: COMPLAINT RESOLUTION**

An employee may use the following complaint resolution procedure to address complaints that are not contract violations and, therefore, not subject to Article IV Grievance Procedure:

1. The employee may discuss the complaint with his/her immediate supervisor. The employee may have an Association representative present.
2. If a satisfactory resolution is not reached in number one above, the employee may discuss the complaint with the Assistant Superintendent for Personnel. The employee may have an Association representative present.

## **ARTICLE XV: 600 HOUR DRIVER**

Employees who, for retirement reasons, are limited to 599 hours employment per year, will retain their seniority for the purpose of route selection and route bidding. Their runs shall be limited to AM and PM only and they will not be eligible for trip selections or for trip assignments, except in an emergency, and such drivers will not be included on the trip rotation list.

## **ARTICLE XVI: 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, 1996 through June 30, 1999.

**FOR THE BOARD OF EDUCATION**

**FOR THE ASSOCIATION**

Mary S. Roberts

Max Doe

March 17, 1997

4-7-97

**Date**

**Date**

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# APPENDIX A: COMPENSATION

## 1. SALARIES

STEPS	1996/97	1997/98	1998/99
<b>CUSTODIANS</b>			
First 3 Months	\$13.53	\$13.92	\$14.35
STEP I	\$14.58	\$15.01	\$15.48
STEP II (Second Year)	\$15.05	\$15.49	\$15.98
<b>MAINTENANCE AND GROUNDS</b>			
First 3 Months	\$14.43	\$14.85	\$15.31
STEP I	\$15.34	\$15.78	\$16.27
STEP II (Second Year)	\$15.98	\$16.44	\$16.95
<b>PHASE-OUT INCREASE</b>			
	1.843%	2.920%	3.140%
<b>TIME SHEET DRIVERS</b>			
First 3 Months	\$10.84	\$11.15	\$11.50
STEP I	\$11.96	\$12.31	\$12.69
STEP II (Fifth Year)	\$12.49	\$12.85	\$13.25
<b>MECHANICS</b>			
	\$14.19- 17.98	\$14.60- 18.50	\$15.05- 19.08

Upon good evaluation, employees shall move to Step I and to Step II at above indicated times.

## 2. INCREMENTS

	1996/97	1997/98	1998/99
#1 JR. HIGH HEAD CUSTODIAN & DISTRICT MAINTENANCE	\$4,812	\$4,952	\$5,107
#2 ELEM. HEAD CUSTODIAN	\$3,603	\$3,708	\$3,824
#3 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.)	3.5% of Step 1 x # of hrs/9mos	3.5% of Step 1 x # of hrs/9mos	3.5% of Step 1 x # of hrs/9mos
#4 SECOND SHIFT 12 Months For shifts beginning at 1:00 p.m. or after.	7% of current rate of pay x annual hours	7% of current rate of pay x annual hours	7% of current rate of pay x annual hours
#5 SECOND SHIFT 9 Months FIRST SHIFT 3 Months 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 x # hours/9 mo	7% of current rate of pay x # hours/9 mo	7% of current rate of pay x # hours/9 mo
#6 THIRD SHIFT 9 Months FIRST SHIFT 3 Months For shifts beginning 9:30 p.m. through 3:00 a.m. (Applies only to portion of work year during which the third shift is worked.)	\$1,278 + 7% of current rate of pay/9 months	\$1,315 + 7% of current rate of pay/9 months	\$1,356 + 7% of current rate of pay/9 months
#7 THIRD SHIFT 9 Months SECOND SHIFT 3 Months For shifts beginning 9:30 p.m. through 3:00 a.m.	\$1,278 + 7% of current rate of pay	\$1,315 + 7% of current rate of pay	\$1,356 + 7% of current rate of pay
#8 BUS DRIVER/CUSTODIAN	\$1,000	\$500	\$0
#9 HS NIGHT SUPERVISOR	\$2,451	\$2,522	\$2,601
#10 JH NIGHT SUPERVISOR	\$2,175	\$2,238	\$2,308

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### 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 1 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.

Upon good evaluation, regularly scheduled hourly bus drivers are to be paid a longevity pay of 1/2% of the base pay (step 1 of the time sheet driver schedule) for the sixth year of continuous service (after completion of five full years of service) in the District and for each year thereafter.

The longevity structure for the 1996-1997 year will remain unchanged. All longevity adjustments for the 1997 - 1998 year will be paid with the final paycheck for the 1997/98 fiscal year (with any adjustments made during July, 1998). Thereafter, for the purposes of longevity only, July 1 following the date of hire will be considered as the employee's anniversary date.



## APPENDIX B: PAYROLL DATES

1996/97	1997/98	1998/99
July 1, 1996	July 11, 1997	July 10, 1998
July 17, 1996	July 25, 1997	July 24, 1998
August 2, 1996	August 8, 1997	August 7, 1998 ✓
August 16, 1996	August 22, 1997	August 21, 1998 ✓
August 30, 1996		
September 13, 1996	September 5, 1997	September 4, 1998
September 27, 1996	September 19, 1997	September 18, 1998
	October 3, 1997	October 2, 1998
October 11, 1996	October 17, 1997	October 16, 1998
October 25, 1996	October 31, 1997	October 30, 1998
November 8, 1996	November 14, 1997	November 13, 1998
November 22, 1996	November 28, 1997	November 27, 1998
December 6, 1996	December 12, 1997	December 11, 1998
December 20, 1996	December 26, 1997	December 24, 1998
January 6, 1997	January 9, 1998	January 8, 1999
January 22, 1997	January 23, 1998	January 22, 1999
February 7, 1997	February 6, 1998	February 5, 1999
February 21, 1997	February 20, 1998	February 19, 1999
March 7, 1997	March 6, 1998	March 5, 1999
March 21, 1997	March 20, 1998	March 19, 1999
April 4, 1997	April 3, 1998	April 2, 1999
April 18, 1997	April 17, 1998	April 16, 1999
		April 30, 1999
May 2, 1997	May 1, 1998	
May 16, 1997	May 15, 1998	May 14, 1999
May 30, 1997	May 29, 1998	May 28, 1999
June 13, 1997	June 12, 1998	June 11, 1999
June 27, 1997	June 26, 1998	June 25, 1999

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## **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 amendments.
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.

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