



**Agreement**  
**Between**  
**Education Support**  
**Service Organization**  
  
**and the**  
**Board of Education,**  
**District U-46**  
  
**2020-2024**



# TABLE OF CONTENTS

<u>ARTICLE I: RECOGNITION</u>	1
<u>ARTICLE II: PURPOSE</u>	1
<u>ARTICLE III: UNION AND EMPLOYEE RIGHTS</u>	1
<u>3.1 School Mail</u>	1
<u>3.2 Facilities</u>	2
<u>3.3 Bulletin Boards</u>	2
<u>3.4 Employee Training</u>	2
<u>3.5 Association Leave</u>	3
<u>3.6 Member Information</u>	3
<u>3.7 Rules and Regulations</u>	4
<u>3.8 Non-Discrimination</u>	4
<u>ARTICLE IV: GRIEVANCE PROCEDURE</u>	4
<u>4.1 Grievance Definition</u>	4
<u>4.2 Employee's Protection</u>	4
<u>4.3 Employee Rights</u>	4
<u>4.4 Time Limits</u>	5
<u>4.5 Conformity with Agreement</u>	5
<u>4.6 Association Involvement in Grievances</u>	5
<u>4.7 Withdrawing Grievances</u>	5
<u>4.8 Procedures</u>	5
<u>4.9 Representation and Witnesses</u>	9
<u>ARTICLE V: NEGOTIATIONS</u>	9
<u>5.1 Procedures</u>	9
<u>5.2 Mediation Procedure</u>	9
<u>ARTICLE VI: SENIORITY</u>	9
<u>6.1 Definition</u>	8
<u>6.2 Probationary Period—for New Hires</u>	10
<u>6.3 Purpose of Seniority</u>	10
<u>6.4 Breaking of Seniority</u>	10
<u>6.5 Seniority List</u>	10
<u>ARTICLE VII: ASSIGNMENTS</u>	11
<u>7.1 Vacancy</u>	11
<u>7.2 Relief Assignments</u>	16
<u>7.3 Temporary Transfers</u>	16

7.4	<u>Seasonal Help</u>	17
7.5	<u>Reduction in Force (Lay Off)</u>	17
7.6	<u>Termination of Employment</u>	19
<u>ARTICLE VIII: HOURS OF WORK AND OVERTIME</u>		20
8.1	<u>Workday</u>	20
8.2	<u>Building Checks</u>	21
8.3	<u>Overtime</u>	22
8.4	<u>Emergency Callback/On-Call Duty</u>	23
8.5	<u>Overtime Rates</u>	24
8.6	<u>Overtime Computation</u>	24
8.7	<u>Overtime Procedures</u>	24
8.8	<u>Distribution of Overtime</u>	25
8.9	<u>Split Shifts</u>	25
8.10	<u>Snow Removal</u>	25
8.11	<u>Time Reporting Devices</u>	26
8.12	<u>Scheduled Activities</u>	26
<u>ARTICLE IX: CALENDAR</u>		28
9.1	<u>Holidays</u>	28
9.2	<u>Vacation Days With Pay</u>	30
9.3	<u>Vacation Approval</u>	31
9.4	<u>Unused Vacation Days</u>	31
<u>ARTICLE X: LEAVES OF ABSENCE</u>		32
10.1	<u>Sick Leave Days</u>	32
10.2	<u>Jury and Court Leave</u>	33
10.3	<u>Unpaid Leave</u>	33
10.4	<u>Funeral Leave</u>	33
10.5	<u>Personal Business Leave</u>	33
10.6	<u>Reporting Sick Leave</u>	34
10.7	<u>Inclement Weather</u>	34
10.8	<u>Approval of Time Off</u>	35
10.9	<u>Maternity Leave of Absence</u>	35
10.10	<u>Family and Medical Leave</u>	35
10.11	<u>Modified Duty</u>	36
<u>ARTICLE XI: INSURANCE</u>		36
11.1	<u>Health Insurance Plan</u>	36
11.2	<u>Life Insurance</u>	37

<u>11.3</u>	<u>Dental</u> -----	37
<u>11.4</u>	<u>Retirement</u> -----	37
<u>11.5</u>	<u>Flexible Spending Account</u> -----	38
<u>ARTICLE XII: WORKING CONDITIONS</u> -----		38
<u>12.1</u>	<u>Health and Safety</u> -----	38
<u>12.2</u>	<u>Job Descriptions</u> -----	39
<u>12.3</u>	<u>Travel Reimbursement</u> -----	39
<u>12.4</u>	<u>In-Service</u> -----	40
<u>12.5</u>	<u>Retirement</u> -----	40
<u>12.6</u>	<u>Commercial Driver’s License Fee</u> -----	41
<u>12.7</u>	<u>Retirement Incentive</u> -----	41
<u>12.8</u>	<u>Elementary Custodial Services</u> -----	42
<u>12.9</u>	<u>Grounds Work</u> -----	44
<u>12.10</u>	<u>Subcontracting – Cleaning</u> -----	45
<u>ARTICLE XIII: LABOR-MANAGEMENT MEETINGS</u> -----		45
<u>ARTICLE XIV: EVALUATION</u> -----		45
<u>ARTICLE XV: DISCIPLINARY ACTION</u> -----		45
<u>15.1</u>	<u>Standard to be Applied</u> -----	45
<u>15.2</u>	<u>Notification</u> -----	46
<u>15.3</u>	<u>Representation</u> -----	46
<u>ARTICLE XVI: NO STRIKE</u> -----		46
<u>ARTICLE XVII: WAGES</u> -----		47
<u>17.1</u>	<u>Wages</u> -----	47
<u>ARTICLE XVIII: EFFECT OF AGREEMENT</u> -----		48
<u>18.1</u>	<u>Complete Agreement</u> -----	48
<u>18.2</u>	<u>Savings Clause</u> -----	48
<u>18.3</u>	<u>Duration</u> -----	49
<u>APPENDIX A</u> -----		50
<u>APPENDIX B</u> -----		53



## **ARTICLE I: RECOGNITION**

The Board of Education of School District #46 Kane, Cook & DuPage counties hereinafter referred to as "the Board" recognizes the Education Support Services Organization IEA/NEA hereinafter called "the Association" as the exclusive bargaining agent for the Distribution Center employees, custodial, grounds, and maintenance employees in all matters relative to wages, hours, and terms and conditions of employment. "Employees" or "members" as referenced in this Agreement shall mean employees within the above-defined collective bargaining unit.

The Education Support Service Organization IEA/NEA recognizes that excluded from the bargaining unit are the Director of Plant Operations, Coordinator of Operations, Construction Project Coordinator, Coordinators of Custodial Services, Supervisors of Maintenance, Coordinator of Grounds, Coordinator of Maintenance, Safety and Compliance Coordinator, Assistant Director of Plant Operations and Director of Business Services, managerial and confidential employees as defined by the IELRA.

## **ARTICLE II: PURPOSE**

The purpose of this Agreement is to promote a good relationship and a better understanding between the School Board and its employees, insofar as practicable, uniform hours of work and other conditions of employment on a fair and equitable basis; also, to establish adequate procedures for the orderly settlement of any grievance which may arise between the administrative branch and its employees.

## **ARTICLE III: UNION AND EMPLOYEE RIGHTS**

### **3.1 School Mail**

To the extent as permitted by current law, the Association will be able to use the school mail and email system to

communicate provided that the communication is identified as to its source.

### **3.2 Facilities**

The Association will be able to use school facilities for meetings, provided the proper administrator has been contacted and the Association agrees to pay reasonable costs in the event there are any.

### **3.3 Bulletin Boards**

The Association shall be able to post literature on bulletin boards within the maintenance/custodial areas at each building provided such literature is identified as to its source and is not educationally inappropriate.

### **3.4 Employee Training**

The Employer will continue to provide the opportunity for job related schooling to enable employees to keep up to date and improve work procedures. Any employee Grade IV or above that receives sixteen (16) hours or more of training at the district's expense in a calendar year will be bound to the district for the following twelve (12) months. If the employee chooses to leave before the twelve (12) month period expires, the district will deduct the expense from the employee's last paycheck. If the last check will not cover the cost, the employee will be responsible for reimbursing the district the difference.

In an effort to assist each Bargaining Unit Employee's efforts to become more knowledgeable and proficient in performing his/her responsibilities in District U-46 and/or to become more qualified when seeking another position within District U-46, the District will attempt to post pertinent information relative to trainings and classes which are available in the U-46 area.

Training and education of an employee, when requested by the Board, shall be fully reimbursed to the employee upon completion of the course.

The employer will pay expenses incurred by the employee as delineated in the Board's travel policy.

Employees will be paid to attend training(s) pursuant to this Agreement.

### **3.5 Association Leave**

In the event the Association desires to send representatives to local, state or national conferences or on other business pertinent to organizational affairs, these representatives may be excused without loss of salary or loss of sick days or personal leave days. A total of twelve (12) paid work days per year and three (3) unpaid days may be used by the Association's designated individuals provided that the Association President notify in writing the Director of Plant Operations or Director of Business Services or his/her designee as applicable four (4) days prior to the absence(s). Additional days may be requested provided that the Association reimburses the district for the cost of the day's pay and further provided that the frequency of such leaves in no way impairs the quality of the employees work and that written requests for leaves have been approved by the Director of Plant Operations or Director of Business Services/designee as applicable.

The Association shall also have available up to three (3) leave days for the sole purpose of supplying to IEA Region 63 leave days for the exclusive use by the Region for matters approved by the District, if such an arrangement can be found to be acceptable to the District and to the member locals of Region 63.

### **3.6 Member Information**

The Association will be given the following information on any new bargaining unit member: name, address, age, group assignment, rate of pay, and date of employment within fourteen (14) days of employment.

The Association President will also be informed of any bargaining unit member leaving the district within fourteen (14) days of such departure.



### **3.7 Rules and Regulations**

All published policies, regulations, and rules of the Employer will be made available on the District intranet each year to all bargaining unit members. Before any changes to existing policies, regulations or rules, or the implementation of a new policy, regulation or rule, all bargaining unit members will be notified electronically and the District intranet will be updated.

### **3.8 Non-Discrimination**

There shall be no discrimination against any employee or applicant for reason of race, creed, religion, marital status, age (as defined by law), sex, or national origin.

## **ARTICLE IV: GRIEVANCE PROCEDURE**

### **4.1 Grievance Definition**

A grievance is defined as any claim by an employee or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.

### **4.2 Employee's Protection**

All employees will be entitled to fair, reasonable, and equitable treatment when processing grievances. An employee who participates or intends to participate in any grievance as described herein shall not be subjected to discipline, reprimand, warning or reprisal because of such participation or intention. Grievance files will be maintained separately from the personnel files of the participant.

### **4.3 Employee Rights**

Any employee shall have the right to present grievances in accordance with these procedures and to be represented by the Association. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter

informally with his/her immediate supervisor and having the grievance resolved, provided the resolution is consistent with the provisions of this Agreement.

#### **4.4 Time Limits**

The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. Whenever illness or other incapacity of the grievant and/or involved administrator prevents his/her presence at a grievance meeting, the time limits shall be extended to such time that said party can be present. When such grievance meetings and conferences are held during work hours, all employees whose presence is required shall be excused, with pay, for that purpose.

#### **4.5 Conformity with Agreement**

Adjustment of any grievance as described herein shall be consistent with the provisions of this Agreement.

#### **4.6 Association Involvement in Grievances**

On occasion, a grievance claim on behalf of two or more employees having the same grievance may be filed by the Association at no higher than Step II of the formal grievance procedure. In all instances, grievances filed by the Association must be filed within fifteen (15) workdays after the event giving rise to the grievance unless the grievant(s) could not have known about the event in the exercise of reasonable diligence.

#### **4.7 Withdrawing Grievances**

A grievance may be withdrawn at any level.

#### **4.8 Procedures**

##### **4.8.1 Informal Step**

In the event that an employee believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her immediate supervisor either personally or

accompanied by his/her Association representative within fifteen (15) work days after the event giving rise to the grievance unless the grievant(s) could not have known about the event in the exercise of reasonable diligence, in which case the period will be fifteen (15) work days from the time when the event could have been known in the exercise of reasonable diligence.

#### **4.8.2 Formal Grievances**

If, as a result of the informal discussion with the immediate supervisor, a grievance still exists, the following formal grievance procedure may be invoked by the employees on the form available from the Association representative.

##### **Step I (Immediate Supervisor)**

The grievant may submit to the immediate supervisor, within five (5) work days of the informal meeting, a completed Grievance Report Form, Step I, in quadruplicate, showing the date of the occurrence, when and by what process he/she gained knowledge of the alleged grievance, a statement of the nature of the grievance and provisions of the Agreement allegedly violated, and the relief sought.

Within five (5) workdays of receipt of the Grievance Report Form the immediate supervisor shall meet with the employee and the Association representative in an effort to resolve the grievance. The immediate supervisor shall indicate his/her disposition of the grievance within five (5) workdays after such meeting by completing Step I of the Grievance Report Form and returning it to the grievant and the Association.

## **Step II      (Superintendent)**

If the Association or the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the above-stated time limits, the grievant or the Association shall complete Grievance Report Form, Step II within seven (7) work days after receiving the immediate administrative supervisor's disposition or after the above-stated time limits have expired, and submit the grievance to the Superintendent or his/her designee. Within seven (7) workdays the Superintendent and/or his/her designated representative shall meet with the grievant and his/her Association representative. Within seven (7) workdays of the meeting, the Superintendent or his/her designee shall indicate in writing his/her disposition by completing his/her portion of Step II and forwarding it to the grievant and the Association.

## **Step III      (Board of Education)**

If the Association is not satisfied with the disposition made by the Superintendent or his/her designee, or if no disposition has been made within the above-stated time limits, then the Association shall complete Grievance Report Form, Step III within seven (7) work days after receiving the disposition of the Superintendent or his/her designee or after the above-stated time limits have expired, and submit the grievance to the Board by filing a copy with the President of the Board and the Superintendent or, upon mutual written agreement of the Board and the Association, to arbitration before an impartial arbitrator as hereinafter provided.

If the grievance is submitted to the Board, the Board, at its next regularly scheduled meeting, shall meet with the grievant, the

Association, and the Superintendent and/or his/her designee, to review such grievance in executive session or give such grievance the consideration as it shall deem appropriate. The disposition by the Board shall be made to the Association by completing Grievance Report Form, Step III, within seven (7) workdays of the meeting.

#### **Step IV (Arbitration)**

If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made by the Board within the period above provided, or if the Board and the Association have chosen to instead submit the grievance to arbitration, the grievance may be submitted to arbitration before an impartial arbitrator by the Association's completion of Grievance Report Form, Step IV, and filing of same with the Board. If the Association fails to forward to the Board, the Grievance Report Form, Step IV, within twenty (20) workdays of receipt by the Association of the Board's disposition, when Step III has been used, then the grievance shall be considered waived. If the American Arbitration Association is not notified within thirty (30) days of the notification to the Board, the grievance shall be considered waived. If the parties cannot agree as to the arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules, which rules shall likewise govern the arbitration proceedings. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. Both parties agree that the award of the arbitrator shall be final and binding. The Board and the

Association shall share equally the cost of the arbitration.

#### **4.9 Representation and Witnesses**

In any grievance meeting or hearing, either party may bring such witnesses and/or representatives as the respective party may select.

### **ARTICLE V: NEGOTIATIONS**

#### **5.1 Procedures**

Neither party shall have any control over the selection of the negotiating representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and/or compromise in the course of negotiations, subject only to such ultimate ratifications.

#### **5.2 Mediation Procedure**

In the event that an impasse is reached, either party may request mediation. The Federal Mediation and Conciliation Service shall be requested to appoint a mediator from its staff. This will not preclude the parties from mutually agreeing to mediation at any time during negotiations.

### **ARTICLE VI: SENIORITY**

#### **6.1 Definition**

Seniority shall be defined as the length of continuous service in the District from the employee's last date of hire in a position covered by this Agreement. If a bargaining unit member accepts a management position in a department which includes bargaining unit members and then returns to the bargaining unit within sixty (60)

days, he/she will retain all accrued bargaining unit seniority. If a bargaining unit member serves in such a management position for more than sixty (60) days but not more than twelve (12) months, he/she can return to the bargaining unit with no more than one (1) year of bargaining unit seniority.

## **6.2 Probationary Period—for New Hires**

For the first ninety (90) calendar days of employment the employee shall be in a probationary period. The District may terminate a probationary employee for any reason within these 90 days. The employee will be given reasons for such termination in writing. The District may request, and the union will not unduly deny, an extension of the probationary period upon written demonstration of need by the District.

## **6.3 Purpose of Seniority**

The District will use seniority as one of the criteria for the purpose of employee promotion, transfer, vacation, layoff, recall, and other decisions relative to employee treatment.

## **6.4 Breaking of Seniority**

Seniority shall be broken by termination for just cause, voluntary quit, resignation, retirement, being laid off or on a leave of absence for a period exceeding that specified in Section 7.5.5, failure to return within three (3) work days upon recall from lay-off, and/or failure to return from leave of absence.

## **6.5 Seniority List**

An updated seniority list shall be provided biannually to the Association President.

## **ARTICLE VII: ASSIGNMENTS**

### **7.1 Vacancy**

For the purpose of this section vacancy shall mean any bargaining unit position which the Administration determines must be filled to maintain District operations.

**7.1.1** When the Administration determines a vacancy should be filled, that position, along with a description of responsibilities and required skills, shall be posted on the District's website and distributed via email to Maintenance, Custodial, Grounds and Distribution Center. A position shall be bid at the grade level in effect at the time the position was vacated. The only exception will be in cases of changes in job requirements and/or qualifications. The Association will be notified of the justification of such changes before the position is posted. Grade 1 positions are exempt from this provision.

**7.1.2** Bids for vacancies or newly created jobs shall be submitted via the online application system within five (5) workdays of the date of posting. The Department administrator will send a list of internal ESSO applicants to the Association Representative and to the appropriate Central Office Administrator. Employees will be notified twenty-four (24) hours in advance of any required testing. If the applicant passes the required test, he/she will be notified at least twenty-four (24) hours in advance of the interviews. The Department Administrator and/or designee will review questions answered incorrectly with the employee within thirty (30) days of the notification of their score. Employees must wait at least 120 calendar days to re-test for the same type and level of position or to a position of greater skill if that position includes the same job duties as the position for which



the failed test was taken. A Union Representative appointed by the President will be present at all internal interviews. Human Resources is required to be present in all internal and for any external interviews, Grade IV or higher.

Testing required by the District for assistance in determining an employee's eligibility for another bargaining unit position shall be administered and scored by the Department of Human Resources, with input and assistance from the Director of Plant Operations, the Director of Business Services or their designees. The scoring of tests shall be done on an anonymous basis. A passing test score is valid for one (1) year from the date of the initial test when applying for the same grade.

**7.1.3** If the applicants are equally qualified, seniority shall govern. The Employer reserves the right to choose the most qualified candidates for a vacancy in the event of bidding. Applicants will be notified by Human Resources whether or not they were awarded the position.

**7.1.4** In the event there are no qualified internal ESSO bidders as determined by the District for a vacant position, the District may fill the vacancy from outside the bargaining unit as long as prior notification has been given to the Association and an opportunity is allowed to review such decisions.

**7.1.5** A successful bidder will be transferred to his/her new position as soon as reasonably possible and consistent with the work and training needs of the District. Once the employee begins performing work for the new position or forty-five (45) calendar days from

the date of acceptance of position, whichever is less, he/she will be paid at the new position's hourly wage. If the employee is temporarily returned to his/her former position, he/she will continue to be paid at the new position's hourly wage.

This Section does not apply to temporary transfers under Section 7.3.

**7.1.6** When moving to a higher pay grade, the successful internal bidder (Grades 1-3) will be placed at the experience level with a wage rate that is closest to but higher than his/her former rate, with the amount of time spent at each level (A, B, C, D, E) being the same as described for all employees. When moving to a higher pay grade, the successful internal bidder (Grades 4-14) will be placed at the experience level with a wage rate that is closest to but higher than his/her former rate plus one (1), with the amount spent at each level (A, B, C, D, E) being the same as described for all employees. This applies to placement effective from July 1, 2011. When moving to the same or lower Grade, the employee will remain at his/her experience level and will continue to advance as before. New hires for Grade 7 and higher will be placed at the experience level commensurate with their qualifications, up to a level F at administration's discretion. The number of lateral bids from any employee will be limited to one successful bid in twelve (12) months from start date of the new position, with the exception of Grade 1 positions.

**7.1.7** A successful bidder shall be considered as a special probationary employee and must successfully complete no more than a ninety (90) day probationary period before being permanently appointed to the position.

An employee review shall be completed by the employee's immediate supervisor on or near the mid-point of the probationary period and near the end of the ninety (90) calendar day probationary period. The purpose of the evaluations is to provide feedback and opportunities for growth as it relates to the special probationary employee's work performance. A special probationary employee will be provided training and coaching during the probationary period.

Failure to demonstrate proficiency during the ninety (90) calendar day probationary period will result in the administrative transfer to a lower grade position or an extension of the probationary period, which shall not exceed thirty (30) additional calendar days. In the event the special probationary employee is transferred to a lower grade position, the special probationary employee shall receive the pay rate of the higher grade position he or she was transferred from for ninety (90) calendar days. The special probationary employee may choose to bid on an open position at any time during the special probationary period. If after ninety (90) calendar days a special probationary employee remains in the lower grade position, then the special probationary employee's pay shall be commensurate with the lower grade position.

A new ninety (90) calendar day probationary period shall begin at the time a special probationary employee bidder is transferred or assigned to a new position.

- 7.1.8** Nothing in this Agreement shall in any way diminish the rights of employees under the Workers Compensation Act. For disability and Workers' Compensation leaves the District may declare the employee's position vacant and post the position if the leave has lasted

longer than sixteen (16) weeks or the exhaustion of any accumulated unused sick leave available to the bargaining unit member in the immediately preceding twelve (12) month period. The sixteen (16) week period begins when the employee is absent due to an injury covered by Workers Compensation or the disability for which disability leave is taken. However, for a worker's compensation leave, the sixteen (16) weeks may be extended to the extent the employee is delayed in obtaining a treatment plan approved by the Workers Compensation administrator, up to a maximum of four (4) additional weeks. The employee must demonstrate that the delay is attributable to the health provider or the Workers Compensation administrator and not to the employee.

If the employee on leave is able to return within twelve (12) months, or the exhaustion of any accumulated unused sick leave unrelated to Workers Compensation, whichever is greater, of the onset of the disability, the employee will be placed in the following order: (1) in his/her former position if held by a temporary or substitute employee; (2) in a vacant position in the former grade; (3) in a position in a lower grade for which the employee is qualified, in which case the employee's former grade placement on the wage schedule will be continued for a minimum of twelve (12) months following the transfer to the lower grade on the wage schedule for a maximum of 12 months. Thereafter, the employee will receive the normal wage for the grade into which he/she has been placed. If a vacancy arises in the employee's former grade within this twelve (12) month period, the employee will be offered the opportunity to transfer into such grade at the corresponding pay rate. Continued employment and assignment will

be at the discretion of the District if the employee is unable to return to work within the later of: (1) twelve (12) months from the onset of disability, or (2) the exhaustion of any accumulated unused sick leave unrelated to Workers Compensation. The Union will be notified before a final determination is made by the District on the employee's continued employment and assignment.

A leave for the same disability will be considered a continuing disability unless the employee has returned to continuous active employment for a period at least equal to the length of the original leave, up to 16 weeks.

It is the employee's responsibility to keep the immediate supervisor apprised of his/her work status in writing on at least a monthly basis, more frequently if requested by the supervisor.

## **7.2 Relief Assignments**

The District will use Relief Custodians to fill-in for bargaining unit members that are absent or for positions that are temporarily vacant. Relief Custodians will be paid at Grade 1 except they will be paid at a Grade 2 rate when assigned by management to fill in for an absent bargaining unit member in any position higher than a Grade 1 position. A Grade 1 functioning at Grade 2 position will be expected to accomplish Grade 2 tasks and will be paid at that rate. Any paid vacation, holiday, or absences taken during this time will also be compensated at the higher rate provided that the employee has been temporarily filling the position for at least twenty (20) working days.

## **7.3 Temporary Transfers**

For the purpose of District operations, from time to time the District may transfer on a temporary basis, an employee to another position or to another building or to another shift. No employee will be forced to make a

temporary transfer of more than two months, unless a need is created by an extended absence. In the event no employee voluntarily transfers, the District will assign an available capable employee to temporarily fill that position. After a two (2) month period of time that employee may choose to return to his/her regular assignment, and the District may assign another available capable employee to temporarily fill that position.

#### **7.4 Seasonal Help**

Seasonal help employees may be employed from March 1 through November 30 to work less than the applicable IMRF minimum eligibility guidelines (currently 600 hours) and continue to perform the same basic type of work as bargaining unit members under the direction of the administration and the supervising ESSO member (if applicable). If overtime is necessary, it will not be assigned to seasonal employees, unless bargaining unit members in the same department have been first offered and declined overtime, except in emergencies.

Seasonal employees will not be utilized to fill budgeted bargaining unit positions. If a RIF is necessary, no seasonal help will be hired in the affected Department before the end of the school term or after school starts in August.

#### **7.5 Reduction in Force (Lay Off)**

##### **7.5.1 Layoff for Cause**

Layoff shall be defined as a reduction in the work force beyond normal attrition. In the event the Board determines the need for a reduction in force, the administration shall meet with the Association to discuss the following:

- A. Reasons for need to have layoff.
- B. Review of seniority list.
- C. Review of layoff and recall procedures.

### **7.5.2 Procedure for Layoff**

Reductions in force shall be accomplished based upon seniority within affected classifications. The classifications are set forth in Appendix A, along with the pay grades in which the classifications are placed. In the event of a reduction in force, the Employer shall first lay off Employees who are in their probationary period under Section 6.2 above within the affected classification; further reductions shall take place in inverse order of seniority within the affected classification. Non-probationary Employees thus reduced shall have the option of displacing the least senior Employee in any classification in the same or successively lower pay grade, provided that such reduced Employee is qualified to perform the full job requirements as set forth in the job description. If more than one displacement position exists within a particular classification for which the employee is qualified, the Employer shall determine the position to be made available to the employee. If the reduced non-probationary Employee does not exercise this option or is not qualified to perform the job held by the least senior Employee, he or she will be laid off.

### **7.5.3 Laid Off Employees/Substitution**

A laid off Employee shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority with the District, provided such employee is fully qualified to perform the job in question.

### **7.5.4 Fringe Benefits/Laid Off Employees**

Laid off Employees may continue group insurance benefits in accordance with the

Consolidated Omnibus Budget Reform Act of 1986.

#### **7.5.5 Recall**

Employees shall be recalled in the reverse order of their seniority provided that they have the skill, ability, and willingness to perform the available work.

Employees who have been laid off and who have one (1) or more years of seniority shall remain on the recall list and be eligible for recall for a period of one year from the date of layoff. Employees with less than one (1) year of seniority shall remain on the recall list and be eligible for recall for a period of time equal to their length of seniority.

#### **7.5.6 Employee's Obligation to Respond to Recall**

It shall be the Employee's responsibility to keep the Employer notified as to his/her current mailing address. Notices to recall shall be sent by registered or certified mail to the Employee's address shown on the Employer's records and shall state the time and date and place to which the Employee is to report back to work. A recalled Employee shall be given three (3) working days to report to work. An Employee who fails to report within such time period shall forfeit his/her seniority rights and shall be deemed a voluntary quit. The three (3) working days shall begin on the working day immediately following the Post Office's first attempt to deliver the recall notice.

### **7.6 Termination of Employment**

**7.6.1** Employees will give two (2) weeks written notice to his/her immediate supervisor with a



copy to Human Resources prior to voluntary termination of their employment.

- 7.6.2** All Employees, except those still in the new hire probationary period, will be paid for the vacation time they have earned at the time of termination of employment, unless proper notice as stated in Section 7.5.1 is not tendered for such termination.

## **ARTICLE VIII: HOURS OF WORK AND OVERTIME**

### **8.1 Workday**

- 8.1.1** The starting and quitting times for all employees will be established by the District with all relevant operational concerns taken into consideration. The District will discuss any anticipated time changes with the Association before implementation.
- 8.1.2** During the school year all day custodians will work eight (8) hours per day, five (5) days per week with a one hour unpaid lunch period, two fifteen (15) minute breaks at predesignated times barring extenuating circumstances, plus such time as is necessary to heat the building and perform any other necessary tasks. All other full-time employees will work eight (8) hours per day, five (5) days per week and are assigned a 1/2 hour lunch period as well as two (2) fifteen minute breaks. During non-student attendance periods all day custodians will take a half-hour lunch unless otherwise designated by the District due to circumstances regarding the use of the building and the demonstrated need for the custodian to work his/her normal schedule.
- 8.1.3** The custodian will take his/her lunch period during the scheduled lunch period unless he/she receives reasonable prior notice from

the building administrator to reschedule the lunch period or if there is a building emergency. The custodian will notify the building administrator/Plant Operations if he/she is leaving the building for the lunch period. It is understood and will be communicated by Plant Operations to school principals, that custodians are completely relieved of duty while on his/her lunch period. If an employee is contacted by Plant Operations to perform any duties, whether active or inactive, during his/her lunch period, the time will be counted and is compensable. Night and Saturday shift personnel must remain in the building during any paid lunch period when designated by the District at least 24 hours in advance. Otherwise, attendance during the lunch period is not required, the lunch period will be unpaid, and the full shift will be worked. Maintenance and Grounds must remain at the job site during their lunch period, except as otherwise approved by the respective supervisor. All employees are not required to punch out/in or swipe out/in for the lunch period. The lunch period will be deducted automatically. If an employee does not take a lunch, he/she is to notify their supervisor in writing to have their time adjusted manually.

- 8.1.4** Each member of the bargaining unit will be paid bi-weekly. Each pay period will cover two weeks. Compensation for each pay period will be issued by direct deposit or pay card. If any employee requests a paper check, there will be a \$2.50 processing fee per check, automatically deducted from the requestor's pay.

## **8.2 Building Checks**

- 8.2.1** During certain times of the year, Head Custodians or other designated bargaining unit members may be required to conduct

building checks for security, safety, and to maintain temperature levels. These employees must use the District designated time recording system upon entering and leaving the building. If a condition exists, the employee will correct the problem. A minimum of one hour overtime will be paid.

**8.2.2** If the custodian is requested by the principal and approved by Plant Operations to open the building at any other time than his/her regular work hours or days he will be paid a minimum of one hour.

**8.2.3** Custodians will be expected to be in the building during the normal school day unless they have made arrangements with the principal and Plant Operations that they will be out of the building on school business.

### **8.3 Overtime**

Additional hours worked shall be paid according to rates and conditions set forth in Section 8.5. Activities such as the following shall count toward the computation of overtime:

- (a) Activities requiring a custodian to return to his/her building after his/her normal workday. If the custodian is required by the principal and approved by Plant Operations to open the building at any other time than his/her regular work hours or days, he/she will be paid a minimum of one hour.
- (b) Activities requiring a custodian to remain at his school for a scheduled function or event, and this time extends fifteen (15) minutes beyond his/her normal quitting time.
- (c) For the purpose of snow removal or salting requiring a grounds employee to alter his/her start time, the employee will be allowed to choose to work an additional hour after working eight (8) hours to receive an hour of overtime pay.

## **8.4 Emergency Callback/On-Call Duty**

Emergency callback/on-call duty will be paid as approved overtime at no less than time and one-half. If the responding bargaining unit employee needs additional help during a callback, he/she will call the Maintenance supervisor for approval.

Emergency callback/on-call duty by bargaining unit members will be subject to the following stipulations:

1. Bargaining unit members who are assigned a district vehicle in support of their current job function may volunteer for on-call duty. The District will select from the volunteer list based on the needs of the District. If selected, the bargaining unit member will be allowed to utilize the district vehicle for their daily commute or receive a \$100.00 stipend for each week on call.
2. Bargaining unit members who are not assigned a district vehicle may volunteer for on-call duty. If selected, they will receive a \$100.00 stipend and be allowed to drive a district vehicle for their daily commute during their week on-call. The District will select from the volunteer list based on the needs of the District.
3. For emergency callbacks/on-call duty requiring travel to the work site, there will be a minimum of one hour of paid overtime for actual work done, but no call will be paid at less than one and one-half hours total of paid overtime. During the hour following the arrival at the site of the callback or during the time of actual work at the site if longer than one hour, the employee may be asked to respond to an additional emergency call, and such assignment will be considered a continuation of the first call. If the additional call is received after the first hour has expired, and the employee has left the first site, the additional call will be considered a new callback.

4. For emergency calls requiring only a telephone response(s), calls totaling less than 30 minutes per incident will receive no additional compensation beyond vehicle use or the paid stipend. Only calls totaling 30 or more minutes per incident will be paid at a minimum of one hour of overtime.
5. Employees responding to an emergency callback will swipe in upon arrival and swipe out upon departure. When such is not possible, or safe to do so, the employee will promptly notify his/her immediate supervisor.

## **8.5 Overtime Rates**

- 8.5.1 Time and one-half after forty (40) hours worked in one week.
- 8.5.2 For the purpose of overtime, the work week begins on Monday, except in the cases of approved alternate schedules.
- 8.5.3 Double time for Sundays after forty (40) hours worked in one week.
- 8.5.4 Overtime rates for all activities (except those occurring on Sundays) will be paid at time and one-half.

## **8.6 Overtime Computation**

Hours paid for time not worked on jury duty, holiday, and vacation days shall be considered as hours worked for the purposes of overtime computation.

## **8.7 Overtime Procedures**

- 8.7.1 Each employee will be responsible for submitting his/her own overtime hours to the appropriate administrator using the District approved reporting system.

**8.7.2** All overtime hours worked will be submitted no later than the dates established and published for each pay period. Any overtime hours received after this date will be held until the following pay period.

**8.7.3** No Employee may clock in or clock out for another employee.

## **8.8 Distribution of Overtime**

Scheduled overtime shall be distributed as equally as practical among employees in the same job classification within a department. If an employee establishes that he/she did not receive overtime in violation of the foregoing standard, he/she shall receive the next overtime assignment. In the event of an emergency situation, the first available employee(s) contacted who is (are) able to work, shall work the overtime.

## **8.9 Split Shifts**

There will be no split hours of employment in a normal working shift except in an emergency situation or with the agreement of the employee involved, and notification of the Association.

## **8.10 Snow Removal**

**8.10.1** Snow removal hours depend upon when it snows. Removal will be scheduled before school opens when it snows more than two inches. In each instance, removal should be scheduled in daylight when possible, before it accumulates deeper than the equipment can handle and before it freezes hard.

**8.10.2** On weekends and holidays, snow removal will occur during daylight hours when reasonable in a manner that provides a safe, efficient and cost-effective operation, including preparation for the next regular work

day. Routing will be determined by building usage schedules.

- 8.10.3** The Snow and Ice Management Plan adopted by the District will be reviewed in Labor-Management Meetings and ESSO will be able to provide input into the Plan regarding its effect on the bargaining unit's terms and conditions of employment.

## **8.11 Time Reporting Devices**

Time reporting devices are to be used by all employees. All employees will be expected to report no later than the time indicated for the beginning of their shift and will remain on duty at least until the time indicated for the ending of their shift. No overtime will be paid without authorization. No one should swipe in earlier than seven (7) minutes before starting time or seven (7) minutes after closing time without authorization. No overtime will be paid for these periods. Any failure to clock in or out will result in progressive discipline.

## **8.12 Scheduled Activities**

- 8.12.1** The Head Custodian or person responsible for scheduled activities will be responsible for:
- (a) Checking the school schedule and confirming all outside activities that require assistance and informing his/her direct supervisor.
  - (b) Setting up and posting his/her own schedule and assigning specific responsibilities to assigned personnel.
  - (c) Scheduling assignments so that all employees who are qualified to handle all safety systems have equal opportunity for overtime.

- (d) Checking the schedule to learn specific areas assigned and confining activities to that area.
- (e) Assisting those in charge of an activity.
- (f) Informing those in charge of an activity of where the assigned personnel can be located and then continuing with assigned duties.

**8.12.2** Assigned personnel will not be responsible for maintaining discipline for any scheduled activities. Nor will the employee be responsible for any consequences resulting from disciplinary problems during scheduled activities. The employee will report any disciplinary problems that are observed to the person(s) in charge of the event.

**8.12.3** A notice of activities will be given to those responsible as far ahead of time as possible, at least twenty-four (24) hours in advance, including summer activities such as workshops, summer school programs, etc.

**8.12.4** The custodian will not be responsible for closing the building in cases where teachers have remained for the purpose of conferences or working with students after the regular working day.

**8.12.5** An updated and approved daily cleaning schedule must be on file with the Custodial Coordinator. Daily schedules for all custodial staff will be updated yearly and posted in custodial office and a copy on file with the Coordinator.

**8.12.6** There must be a bargaining unit member and/or an employee of the contracted cleaning company working in the building during all activities. If the activity involves



fifteen (15) persons or less using the inside of the building, with the exception of weekends and holidays, then ESSO coverage will not be required. Activities that involve District staff only, will not have custodial support unless requested by administration. Bargaining unit members assigned to such responsibilities will be paid overtime and will perform assigned duties.

The bargaining unit member shall report any damage or disturbance caused by principals and/or teachers who bring their own son/daughter into the school to plan on non-school days. The responsibility for this will be placed with the principal and the teachers and not with the bargaining unit member.

The bargaining unit member in charge of the building will not be responsible for the actions or the work of any subcontracted worker and shall report any related problems or concerns immediately to Plant Operations.

- 8.12.7** If applicable, on election days, the custodian will be expected to be present to open the school; to help set up the voting area; and to perform such other tasks as approved by Plant Operations.

## **ARTICLE IX: CALENDAR**

### **9.1 Holidays**

- 9.1.1** Each employee shall be granted a day off with pay on the following holidays, or on days observed as such, as long as school is not in session.

1. New Year's Day
2. February Holiday\*
3. Spring Holiday\*\*
4. Memorial Day

5. Independence Day
6. Labor Day
7. Columbus Day
8. Veteran's Day\*\*\*
9. Thanksgiving Day
10. Friday following Thanksgiving
11. Christmas Eve Day
12. Christmas Day
13. New Year's Eve Day
14. Martin Luther King Birthday

\*The February holiday shall be announced annually by the Board of Education as either President's Day or Lincoln's Birthday.

\*\*This day will be announced annually by the Board of Education.

\*\*\* Veteran's Day may be a scheduled work day as determined by the Board of Education. If Veteran's Day is a work day for employees, then employees will be granted a floating holiday at a mutually agreed upon date by employee and supervisor. Employees must submit in writing, and be approved by their immediate supervisor at least five (5) work days in advance of the requested absence. An Employee in his/her first year of employment must have started their employment prior to November 11 to earn the floating holiday.

- 9.1.2** If any of the above holidays fall on Saturday or Sunday, and school is in session on the preceding Friday or succeeding Monday, this day shall be added to the vacation time. If school is not in session on the adjacent Friday or Monday, one of these days shall be used as the holiday. Each employee must work the last full scheduled day preceding and the full scheduled day after each holiday to receive holiday pay. Employees will not be paid for missed whole days except in case of illness for which proof of illness satisfactory to

District U-46 must be submitted. Included as legitimate excuses will be those days on which an employee is on authorized long-term sick leave, jury duty, funeral leave, or other authorized leave of absence.

- 9.1.3** Employees required to work on any of the above-named holidays, or days observed as such, shall receive in addition to their regular pay, the appropriate overtime rate.

## **9.2 Vacation Days With Pay**

- 9.2.1** Employees shall receive vacation days as follows:

- (a) Less than one (1) year service in the District: Vacation days will be prorated based upon the employee's workday calendar. The days will be added to their bank and available for use on July 1. \*New hires cannot use vacation days until after the completion of the probationary period.
- (b) One (1) through five (5) years' service in the District: Ten (10) working days.
- (c) Six (6) through fifteen (15) years' service in the District: Ten (10) working days plus one (1) working day for each year of service beyond five (5).
- (d) More than fifteen (15) years' service in the District: Twenty (20) working days.

- 9.2.2** Vacation days are taken from those earned in the previous fiscal year.

### **9.3 Vacation Approval**

Vacation may be taken at the time selected by the employee with the approval of the immediate administrative supervisor. Building custodians must have the approval of both the building administrator and Plant Operations. For Plant Operations' bargaining unit members, the administration will annually provide a procedure for selecting vacation days for the forthcoming fiscal year. Such procedure will commence with notification to bargaining unit members by the second week of April and will include timelines for the written requests and notices of approval. Final approval will be made no later than the first business day of June, provided however, that the failure to issue final approvals by the deadline shall not result in the approval of vacation time. When necessary, vacation will be approved based on seniority and the needs of the District and shall not unduly disrupt the operations of the Department. Vacation approval will be subject to the following guidelines: no more than five (5) day shift maintenance employees, two (2) night shift maintenance employees, five (5) grounds employees and up to eight (8) elementary custodians may be approved for vacation for the same dates. Over the same time period, at least one (1) ESSO member who is assigned to each secondary school site must be present at each secondary school site. The last week of the school term and the month of August are considered "black out" periods and no vacation may be taken except for special circumstances as submitted to and approved by Plant Operations.

### **9.4 Unused Vacation Days**

- 9.4.1** All available vacation days should be taken during the period of July 1 to September 30 of the following year. However, a maximum of five vacation days may be carried over through October 31.
  
- 9.4.2** Upon proper notice of retirement to Human Resources and to the appropriate department supervisor (see Section 12.7), an employee

may transfer any unused vacation days to his/her allotment of sick days.

## **ARTICLE X: LEAVES OF ABSENCE**

### **10.1 Sick Leave Days**

**10.1.1** Each employee will receive 10 sick days at the beginning of each fiscal year. Employees hired during the fiscal period shall receive 5/6 day per month for the remaining months of the fiscal year.

**10.1.2** Sick leave days may accumulate without limit.

**10.1.3** The immediate family will be defined as parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

**10.1.4** Any employee absent for two (2) continuous working days or more may be required to submit a medical report of the illness to his/her supervisor. A medical report may also be required of an employee who exhibits a pattern of absences of no fewer than two (2) working days or who is absent the day before or after a vacation day.

If the medical report is required for an absence of less than three (3) days, the District must reimburse the employee for the entire out-of-pocket cost of obtaining the report.

**10.1.5** Employees will be allowed to use sick days in hourly increments up to a half day at the end of a day shift, or the beginning of second shift with 48 hours' notice and pre-approval by his/her immediate supervisor. Employees

who become sick while working will be paid for hours worked and sick hours for the remainder of the day.

## **10.2 Jury and Court Leave**

Each employee shall be excused from his/her regularly assigned duties for jury duty or job-related witness appearance. He/she shall be paid the difference between the regular rate and the jury fee or return the difference if the fee is greater than the pay.

## **10.3 Unpaid Leave**

Leave of absence may be granted for conditions of ill health, military service, or other reasons approved by the Board. Seniority shall be retained during an authorized leave of absence, but seniority shall not accrue. No employee will be granted leave of absence to seek employment elsewhere. Any employee who obtains employment elsewhere automatically forfeits his seniority rights, and his employment is terminated. An employee must have completed the probationary period prior to being eligible for an approved leave of absence.

## **10.4 Funeral Leave**

Each employee shall be given three (3) days funeral leave with pay per year for death in the immediate family. The immediate family will be defined as husband, wife or child, and father, mother, brother, sister, grandparents, uncle or aunt of the husband and wife of employee or any persons who have resided in the employee's household for a reasonable period of time.

## **10.5 Personal Business Leave**

At the beginning of each fiscal year each employee shall be credited with two (2) days of leave to be used for the employee's personal use. A personal day may be used for any purpose at the discretion of the employee provided any personal day that is used adjacent to a holiday, vacation period or blackout period shall be

requested in writing with a statement of supporting reasons. In the event that the District does not approve such a written request, the District shall respond in writing to the employee stating the reason the request is denied. An employee planning to use a personal leave day or days shall notify his/her immediate supervisor at least forty-eight (48) hours in advance except in cases of emergency. The employee shall suffer no loss of pay for such leave and any unused leave days shall accumulate as sick days. The District has the right to limit the number of personal days to be taken by bargaining unit members on any given workday to three (3), not including verifiable emergency requests, on a first come/first serve basis.

### **10.6 Reporting Sick Leave**

All absences or illnesses shall be reported at least two (2) hours prior to the employees' scheduled shift, however, if circumstances beyond the employees' control do not allow for the required notification, one (1) hour before the start of the shift will be accepted. An absence must be reported to the appropriate person as designated by the immediate supervisor or if the employee is a building custodian, to Plant Operations or designee and the building administrator.

### **10.7 Inclement Weather**

An employee unable to report for work as scheduled because of inclement weather shall not be charged with lost work time because of such failure to report, provided the employee has made every effort to report, reports as soon as possible after weather conditions have abated, and has notified the District in accordance with procedure. Nothing in this Section shall require any employee to report for work in cases where severe inclement weather or other acts of God prevent it, or where life or safety would be jeopardized. If, in the judgment of the supervisor, the employee could not report for duties the day will be charged to either personal business days or vacation days. Perfect attendance and overtime will not be affected in the event that this section is invoked.

## **10.8 Approval of Time Off**

All requests for time off will be confirmed with the respective supervisor as far in advance as possible.

## **10.9 Maternity Leave of Absence**

The Board shall grant a maternity leave, without pay, to non-probationary employees for not more than six (6) months. The leave will commence upon the request of the employee and her physician. The employee will be allowed to return to work upon release by her physician. Notice of return must be made to the Director of Plant Operations thirty (30) days prior to her return.

The employee will be given the opportunity to continue insurance coverage as set forth in this Agreement during the leave of absence but will be required to pay all premiums connected with this coverage. All premiums must be paid in advance of the month due.

## **10.10 Family and Medical Leave**

Certain of the above leaves are covered by the Family and Medical Leave Act of 1993 (FMLA) and will be available to all full-time bargaining unit members who take a qualifying leave. Such leaves will provide the employee with up to twelve (12) weeks of continued insurance coverage in any twelve-month period. Procedures for intermittent or reduced leave, notice requirements, medical certification, effect on benefits, job protection, and forms to be submitted shall be according to District Policy.

FMLA leaves are available for the birth of a child; the care of such child; placement of a child with the employee for adoption or foster care; the care of a spouse, son or daughter, or parent of the employee if such relative has a serious health condition; or because of a serious condition that makes the employee unable to perform the functions of his/her job.



## **10.11 Modified Duty**

The District may assign, for a period of up to ninety (90) work days, an employee absent for disability or Workers' compensation reasons to a modified position consistent with the medical restrictions which are imposed due to the nature of the employee's illness or injury and which meet the work needs of the District. The general format and content of modified duty plans will be developed by the District and discussed with the Union in labor management meetings from time-to-time. In consultation with the employee and the Union, if requested by the employee, the District will develop the modified duty plan before the employee begins the modified duty. The Plan will take into account available medical information, available bargaining and non-bargaining unit work and minimizing intrusion into the work of other bargaining units. After the initial period, if the employee is not released from modified duty to return to work without restrictions, the District will evaluate the employee's status and may extend the modified duty for up to an additional sixty (60) workdays after notice to the Union.

## **ARTICLE XI: INSURANCE**

### **11.1 Health Insurance Plan**

All members of the bargaining unit may choose to be included in the health insurance program underwritten by the Board.

**Health Care Committee.** Each eligible employee will be able to choose from the available plans offered by the Board. The Board and ESSO understand that plan design and the monitoring of the comprehensive health care benefits program will be the responsibility of the District Health Care Committee of which the Union is a charter member. As outlined in the Health Care Committee Charter, there shall be a standing committee known as the District Health Care Committee, comprised

of five administrative members, five ETA members, five Region 63 support staff members, with authority and responsibilities as described in this Charter. The Committee is established to monitor, advise, evaluate, and make recommendations, including changes, concerning the Health Care Plan to the Board of Education. The District Health Care Committee will see that appeal procedures are in place with providers for matters of the plan and benefit interpretation and, therefore, such matters will not be subject to the grievance procedure contained in this Agreement.

**Employee Contribution.** The contribution for employees for single, employee + spouse, employee + dependent children or employee + spouse + dependent children (family) coverage will be 15% of the rate established in the applicable calendar year by an independent actuary selected by the Board after consultation with the District Health Care Committee. However, employees shall pay 100% of the cost of coverage for any dependent veteran child.

## **11.2 Life Insurance**

All full-time employees will be covered with a life insurance policy in the amount of no less than \$30,000. The premium for this policy will be paid by the Board of Education.

## **11.3 Dental**

The Board of Education shall pay the premium for and provide each full-time employee with single coverage dental insurance. The Board of Education shall provide payroll deductions for those employees who desire family coverage.

## **11.4 Retirement**

Members of the bargaining unit who are eligible under IMRF requirements to receive retirement benefits will be able during their retirement to participate in the District's medical insurance program but will be required to pay all

premiums connected with this coverage. All premiums must be paid in advance of the month due. This benefit will only be available to employees whose employment began before June 30, 2016.

### **11.5 Flexible Spending Account**

In accordance with federal law and regulations, the District shall make available to each employee a dependent care flexible account and a health care flexible spending account. These accounts shall be funded solely through salary-reduction contributions made by the employee to cover eligible expenses which the employee may incur. However, an employee who elects a medical program option which also provides a Health Savings Account may not elect to have a health care flexible spending account. The maximum contribution to the health care spending account shall be in accordance with federal law and regulations. However, an eligible employee's contribution to his/her health care spending account shall be reduced to an amount or to zero if said contribution will cause a tax to be imposed pursuant to section 49801 of the Internal Revenue Code of 1986, as amended, or if federal law reduces the amount allowed to be contributed. The current and future maximum contribution to the dependent care flexible spending account shall be in accordance with federal law and regulations.

## **ARTICLE XII: WORKING CONDITIONS**

### **12.1 Health and Safety**

- 12.1.1** It is agreed that there shall be maintained such health, safety, and sanitary methods as are necessary to protect and preserve the welfare of the students and employees.
- 12.1.2** All unsafe conditions shall be reported to the Building Principal and to Plant Operations. No employee shall be required to work under such conditions except if properly trained to deal with the situation. All injuries arising out

of an accident while performing school duties must be reported immediately to the immediate supervisor.

**12.1.3** Employees will be required to wear uniforms as determined by the District. ESSO employees will receive an initial distribution of uniforms. An employee may turn in the damaged or unsatisfactory in appearance item for replacement by the department. All ESSO employees, regardless of department, are required to wear the District approved and/or provided items. School spirit wear can be worn on days that have been pre-approved by Plant Operations in coordination with the building administration.

**12.1.4** A joint Health and Safety committee of administration and employees will be appointed to help eliminate accidents and to improve conditions in the workplace wherever possible or practical.

## **12.2 Job Descriptions**

A job description for each position in the bargaining unit will be developed for each position in the bargaining unit. The development of job descriptions shall include input from Union leadership. After job descriptions have been established, the Association will be allowed access to the final job description electronically. If job descriptions are changed during the term of the Agreement, and the employee requests a reclassification, such changes shall be utilized as a basis for consideration of reclassification. Whenever there is a change, job descriptions will be reviewed at least once per year in Labor-Management meetings.

## **12.3 Travel Reimbursement**

An employee who uses his/her own personal automobile when on school business as approved by the immediate supervisor shall be reimbursed by the Board of Education at a rate equivalent to the IRS mileage allowance.

## **12.4 In-Service**

- 12.4.1** A complete in-service training program will be arranged through the cooperation of the Board of Education and the Association. All employees will be expected to attend training sessions.
- 12.4.2** In-service training offered by the District will be made convenient for the employee.

## **12.5 Retirement**

- 12.5.1** The Board of Education, as required by State Law, participates in the Illinois Municipal Retirement Fund for all employees who work 600 hours or more per year. The employee's contribution includes a disability insurance benefit in addition to the retirement pension plan. Detailed information may be received from the U-46 Human Resources office.
- 12.5.2** Employees who do not work 600 hours per year do not participate in IMRF.
- 12.5.3** Employee contributions to IMRF and to FICA (Social Security) shall be listed separately on the employee's paycheck/statement.

**12.5.4** The Board will pick up and pay on behalf of each bargaining unit member the employee's 4.5% contribution toward IMRF. This benefit will be available for members that began employment prior to the ratification of the Agreement in 2016.

If the above provision is ever disallowed by the IMRF or is ever determined to be illegal, the Board will adjust the wages in the Salary Schedule(s) by adding back to the hourly rates an amount equal to the Board's pick-up contribution as described above.

- 12.5.5** The District and Association will at least annually review the possibility of offering the IMRF Early Retirement Incentive to IMRF employees of the District. If such plan is deemed feasible, it will be submitted to the Board of Education for its consideration.

## **12.6 Commercial Driver's License Fee**

For each continuing bargaining unit employee required to hold a Commercial Driver's License, the District will reimburse the cost of the CDL by paying to the employee one -fourth of the fee at the end of each year.

## **12.7 Retirement Incentive**

The following retirement program shall be in effect during the term of this agreement:

- 1) A bargaining unit member will be eligible for this program if he/she is at least fifty-five (55) years of age and has at least fifteen (15) years of service in the District and is eligible to retire under the provisions of the Illinois Municipal Retirement Fund (IMRF).
- 2) To be eligible for participation, the employee must apply at least six (6) months prior to retirement.
- 3) A one-time bonus will be paid over the last four months of employment. The bonus will be in an amount that is sufficient to increase the employee's IMRF reported earnings in the final twelve (12) months of employment by exactly six percent (6.0%) over the employee's IMRF reported earnings in the immediately preceding twelve (12) months, so long as such amount does not cause the Board to be subject to accelerated payments to IMRF under Section 7-172(k) of the Illinois Pension Code or other applicable law.

- 4) The District will extend health insurance and pay 50% of the current single rate up to a maximum of four thousand dollars (\$4,000) for retirees until Medicare eligibility or has received this benefit for 60 months, whichever comes first. The remainder of the individual cost and family cost would be the responsibility of the retiree. Any subsequent increase in the individual cost and/or cost of family coverage would be paid by the retiree.
- 5) The employee may revoke his/her election to retire in case of death of a spouse or total disability of the spouse, or for a major life change as deemed acceptable by Human Resources. An employee who revokes his/her election to retire must repay all monies paid as an incentive.
- 6) At the time of notification of retirement, the employee may elect to transfer any unused vacation days to his/her allotment of sick days.

## **12.8 Elementary Custodial Services**

### **12.8.1 Purpose**

The parties agree to a change in the delivery of custodial services to the elementary schools. This change is to be implemented over time with a combination of attrition, certification by testing, application for vacancies, and the creation of maintenance technician positions. It is the intent of the parties to monitor and adapt this process over a five-year period meeting at least twice per year to evaluate results and to determine possible adaptations. The specific provisions of the plan are listed in 12.8.2 and 12.8.3.

### **12.8.2 Elementary Building Maintenance**

Those buildings having a district certified custodian will have all routine maintenance

performed by that certified custodian with assistance from the Maintenance Department when necessary for more specialized maintenance needs. A description of “routine maintenance” will be provided to all elementary head custodians, affected supervisors, and building principals.

Those buildings not having a district certified custodian will be assigned a Maintenance Technician Grade 9 to perform maintenance tasks for the building. The Maintenance Technician will receive assistance from the Maintenance Department and/or Plant Operations when necessary and appropriate. Specific job descriptions will be provided for Maintenance Technicians and for Building Custodians and distributed to all affected employees, supervisors, and building principals.

### **12.8.3 Elementary Building Vacancies**

When a vacancy occurs in an elementary building, both certified and non-certified bargaining unit members may apply. If a certified custodian is selected for the position, he/she will be paid at the appropriate group rate for that building, and the building will not be assigned to a Grade 9 Maintenance Technician. If the non-certified applicant is selected, he/she will be paid at the Grade 2 rate, and the building will be assigned to a Grade 9 Maintenance Technician.

The District will provide one Grade 9 Maintenance Technician for a maximum of seven (7) elementary or auxiliary buildings with no more than five (5) elementary buildings that qualify for such a Maintenance Technician. In the event of an extended vacancy or absence of a Grade 9 Maintenance Technician, another Grade 9



Maintenance Technician may be assigned one (1) additional building for no longer than ninety (90) calendar days. After ninety (90) calendar days, an employee cannot be temporarily assigned again for sixty (60) calendar days.

## **12.9 Grounds Work**

**12.9.1** The District will have the right to subcontract the lawn care of all District sites as long as there has been prior discussion with ESSO and as long as the subcontracting does not cause a reduction in staff in the Grounds Department. It is also understood that the District and ESSO will monitor this issue through the Labor-Management process.

**12.9.2** The District and ESSO agree to continue the effort to emphasize public works-types of duties for the Grounds Department. This will involve a mutually discussed and ongoing training program as well as providing the Grounds personnel with the appropriate personal work gear and equipment for such duties. When developing skills for any new or expanded public works-type duties, the parties also agree to take into consideration such aspects as willingness, current classification, current job description, seniority, and time remaining in the Department. To enhance efficiency with seasonal duties, the parties will continue to explore the use of alternate types of employees, including, but not limited to, retirees, ten-month employees, and summer help.

**12.9.3** The building custodians will be kept apprised of the extent of subcontracted lawn care at each building including site maps describing the affected areas.

## **12.10 Subcontracting – Cleaning**

There will be no expansion of subcontracting beyond the night cleaning of all buildings and the limited day cleaning at the secondary buildings.

## **ARTICLE XIII: LABOR-MANAGEMENT MEETINGS**

A labor management committee shall meet at least bimonthly for the purpose of discussing items of concern between the Association and the District.

## **ARTICLE XIV: EVALUATION**

- 14.1** All new employees on the salary scale must receive a satisfactory performance evaluation before advancing to the next level.
- 14.2** Any formal evaluation of an employee's performance must be with the employee's knowledge and participation. In the event the employee disagrees with the comments on the evaluation, he/she may attach a written response to the evaluation that will be placed in the employee's file in the Personnel Office.
- 14.3** Any informal or formal evaluation shall be removed if it is found to be untrue.
- 14.4** Employees shall be evaluated at least once per year.
- 14.5** The Plant Operations or Distribution Center Administrator shall be the primary evaluator with input from the Building Administrator and/or Departmental Supervisor.

## **ARTICLE XV: DISCIPLINARY ACTION**

### **15.1 Standard to be Applied**

The Board of Education will not discipline or discharge any non-probationary employee without just cause. Any

grievance protesting the reasonableness of the disciplinary action may be presented at Step II of the grievance procedure.

## **15.2 Notification**

The Association will be notified in writing that an employee has been disciplined or discharged. Such notification will occur within forty-eight (48) hours.

## **15.3 Representation**

An employee may have an Association representative present at any meeting in which the employee feels that the employer intends to take disciplinary action against the employee. The employee and Association representative will be informed of the purpose of the meeting upon request.

The employee will be allowed until the start of the next workday to obtain an Association representative, unless the employee's supervisor determines the need for a meeting to be urgent in which case a reasonable time will be allowed.

## **ARTICLE XVI: NO STRIKE**

Recognizing that adequate means are made available by this Agreement for the resolution of grievances and/or complaints, and that other procedures are provided by statute and judicial law for such resolution, neither the Association nor the employees covered by this Agreement will instigate, promote, sponsor, engage in any strikes, concerted stoppage of work, or any other intentional interruptions of duties for the duration of this Agreement. It is understood and agreed that any employee violating this provision of the Agreement shall be subject to disciplinary action by the Board up to and including dismissal. The Board will not lock out employees during the term of this agreement.

## **ARTICLE XVII: WAGES**

### **17.1 Wages**

FY21 – All employees in grades 1-2 will receive a \$750 lump sum increase to their annual salary, all employees grades 3-7 will receive a \$1,000 lump sum increase to their annual salary, and all employees grades 8 and above will receive a \$1,250 lump sum increase to their annual salary for FY21 which will be distributed in a lump sum once the contract is ratified (all employees will remain in their current cells in the wage schedule (Appendix B) until FY22). An employee moving as a result of bargaining will move to the new grade level at the same step on the next pay period after ratification of this Agreement. The employee's one-time lump sum payment will be at the new grade level. Employees currently on Step F will maintain his/her current hourly rate and receive the negotiated increase in FY22 on that rate.

FY22 – Employees who are in cells A through E of Appendix B will receive their step annual increase by moving one lane in Appendix B on July 1. Employees beyond Column F will receive a 3% increase. All wage increases and lane changes will only take effect on July 1.\*

FY23 – Employees who are in cells A through E of Appendix B will receive their step annual increase by moving one lane in Appendix B on July 1. Employees beyond Column F will receive a 2.75% increase. All wage increases and lane changes will only take effect on July 1.\*

FY24 – Employees who are in cells A through E of Appendix B will receive their step annual increase by moving one lane in Appendix B on July 1. Employees beyond Column F will receive a 2.75% increase. All wage increases and lane changes will only take effect on July 1.\*

\*All employees hired prior to January 1 of the contract year will receive a step increase on July 1. Employees

hired after January 1, will not receive a step increase until the following July 1. All increases will be distributed on July 1 for FY22-24.

## **ARTICLE XVIII: EFFECT OF AGREEMENT**

### **18.1 Complete Agreement**

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

### **18.2 Savings Clause**

Should any Article, Section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, Section, clause, as the case may be, shall automatically be deleted from this Agreement to the extent that it violates the law but the remaining Articles, Sections, and clauses shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted Article, Section, or clause.

**18.3 Duration**

This Agreement shall continue in full force and effect through June 30, 2024 and shall be automatically extended for successive one year periods, unless either party notifies the other in writing no less than sixty (60) days prior to the expiration date of any annual renewal, of its desire to modify, amend, or terminate this Agreement.

Ratified by School Board: 10.19.2020

Ratified by ESSO: 10.15.2020

District U-46 Elgin Illinois

Education Support Service Organization, IEA-NEA

*Sue E Kerr*

\_\_\_\_\_  
Sue Kerr, President

*Tim Sheahan*

\_\_\_\_\_  
Tim Sheahan, President

*Sheila Downs*

\_\_\_\_\_  
Sheila Downs, Director of Plant Operations

*Todd Case*

\_\_\_\_\_  
Todd Case, Bargaining Chair

*Bruce J Phelps*

\_\_\_\_\_  
Bruce Phelps, Senior Business Official

*Kim Swanson*

\_\_\_\_\_  
Kim Swanson, Secretary

*Jeff King*

\_\_\_\_\_  
Jeff King, Chief Negotiator

*Catherine J Wyzykowski*

\_\_\_\_\_  
Catherine J Wyzykowski, Chief Negotiator

## APPENDIX A

### ESSO CLASSIFICATIONS

<u>PAY GRADE</u>	<u>CLASSIFICATION</u>
I	1.1) Relief Custodian
	1.2) Night Custodian – Middle School
	1.3) Grounds Laborer
II	2.1) Elementary Building Custodian – Noncertified
	2.2) Distribution Center – Material Handler
	2.3) Maintenance Laborer
	2.4) High School Building Custodian – Non-certified
	2.5) Grounds Laborer
III	
IV	4.1) First Level Groundskeeper
	4.2) Elementary Head Custodian – Certified Independence, Lowrie, Willard
	4.3) Night Lead Custodian – High School and ESC
	4.4) Maintenance Painter
V	5.1) Elementary Head Custodian – Certified Century Oaks, Channing, Clinton, Coleman, Garfield, Harriet Gifford, Hanover Countryside, Hawk Hollow, Highland, Huff, Laurel Hill, Lincoln, McKinley, Oakhill, Ontarioville, Parkwood, Ridge Circle, Sheridan, Streamwood Elementary,

- Sunnydale, Timber Trails,  
Washington, Wayne, Woodland  
Heights
- 5.2) Material Handler/Back-up Driver
- VI**
- 6.1) Elementary Head Custodian –  
Certified  
Bartlett, Centennial, Creekside,  
Fox Meadow, Glenbrook,  
Heritage, Hillcrest, Hilltop,  
Horizon, Illinois Park, Liberty,  
Lords Park, Nature Ridge, Otter  
Creek, Prairieview, Spring Trail,  
Sycamore Trail
- 6.2) Second Level Groundskeeper
- VII**
- 7.1) Distribution Center Driver  
7.2) Groundskeeper General  
7.3) Groundskeeper Horticulturist  
7.4) Group 7 Relief Custodian
- VIII**
- 8.1) General Maintenance  
8.2) Grounds Shop Mechanic  
8.3) Groundskeeper Public Works/  
Playground Operator  
8.4) Groundskeeper Sports Field  
Operator  
8.5) High School Maintenance Custodian  
8.6) Driver/Move Specialist  
8.7) Driver/Asset Management/ISO9001  
Specialist  
8.8) Maintenance Lead Painter
- IX**
- 9.1) First Level Middle School Head  
Custodian –  
Abbott, Ellis, Kimball, Larsen  
9.2) Elementary Maintenance Technician



- X**
  - 10.1) Maintenance Pump & Motor Technician
  - 10.2) Maintenance Locksmith
  - 10.3) Maintenance Carpenter
  - 10.4) Maintenance Electrical/Fire Alarm
  - 10.5) Maintenance Night Lead
  - 10.6) Lead Groundskeeper
  - 10.7) Maintenance Fabricator
  - 10.8) Maintenance Glazier
  - 10.9) Maintenance Mason
  - 10.10) Flooring Technician
  
- XI**
  - 11.1) Second Level Middle School Head Custodian –  
Canton, Eastview, Kenyon Woods, Tefft
  - 11.2) Maintenance Low Voltage/Security/Fire Alarms
  
- XII**
  - 12.1) Maintenance HVAC Controls
  - 12.2) Maintenance Electrician
  
- XIII**
  - 13.1) High School Head Custodian –  
Bartlett High, Elgin High, Larkin High, South Elgin High, Streamwood High, and ESC
  - 13.2) Maintenance Lead HVAC Technician
  
- XIV**
  - 14.1) Maintenance Foreman
  - 14.2) Distribution Center Foreman
  - 14.3) Grounds Foreman
  - 14.4) Maintenance Plumber
  - 14.5) Grounds Head Mechanic – Shop Foreman

**APPENDIX B**  
**SALARY SCHEDULE**

<b>Grade</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
<b>1</b>	14.75	15.64	16.58	17.57	18.62	19.18
<b>2</b>	17.88	18.58	19.34	20.11	20.92	21.54
<b>3</b>	23.07	23.99	24.94	25.95	26.99	27.80
<b>4</b>	23.32	24.24	25.22	26.22	27.29	28.11
<b>5</b>	23.51	24.46	25.43	26.46	27.51	28.33
<b>6</b>	24.44	25.41	26.44	27.49	28.59	29.45
<b>7</b>	24.78	25.78	26.80	27.88	28.99	29.86
<b>8</b>	25.11	26.11	27.16	28.24	29.38	30.26
<b>9</b>	25.32	26.34	27.38	28.48	29.61	30.50
<b>10</b>	25.87	26.90	27.97	29.09	30.24	31.15
<b>11</b>	26.00	27.06	28.13	29.28	30.45	31.36
<b>12</b>	28.46	29.12	30.29	31.50	32.76	33.74
<b>13</b>	28.49	29.62	30.82	32.05	33.33	34.33
<b>14</b>	29.95	31.14	32.39	33.70	35.04	36.09

# INDEX

---

## A

Association Leave · 3

---

## C

Commercial Driver's License Fee · 41

---

## D

Dental · 37

---

## E

**ESSO CLASSIFICATIONS** · 50  
**EVALUATION** · 45

---

## F

Family and Medical Leave · 35  
Flexible Spending Account · 28  
**Formal Grievances** · 6  
Funeral Leave · 33

---

## G

Grounds Work · 44

---

## H

Health and Safety · 38  
Health Insurance Plan · 36  
Holidays · 28  
**HOURS OF WORK AND OVERTIME** ·  
20

---

## I

Inclement Weather · 34  
In-Service · 40

---

## J

Job Descriptions · 39  
Jury and Court Leave · 33

---

## L

**LABOR-MANAGEMENT MEETINGS** ·  
45  
Life Insurance · 37

---

## M

Maternity Leave of Absence · 35  
Modified Duty · 36

---

## O

Overtime · 22

---

## P

Personal Business Leave · 33  
Probationary Period—for New Hires  
· 10

---

## R

**Recall** · 19  
**RECOGNITION** · 1  
Reduction in Force (Lay Off) · 17  
Retirement · 40  
Retirement Incentive · 41  
Rules and Regulations · 4

---

## S

**SALARY SCHEDULE** · 53  
Seasonal Help · 17  
**SENIORITY** · 9

---

**S**

**SALARY SCHEDULE** · 53

Sick Leave Days · 32

Snow Removal · 24

Subcontracting – Cleaning · 45

---

**T**

Temporary Transfers · 16

Termination of Employment · 19

Time Reporting Devices · 26

Travel Reimbursement · 39

---

**U**

Unpaid Leave · 33

---

**V**

Vacancy · 11

Vacation Days With Pay · 30

---

**W**

WAGES · 47