

**AGREEMENT**

**between**

**the**

**BOARD OF EDUCATION OF**

**WEST CHICAGO ELEMENTARY SCHOOL DISTRICT NO. 33**

**and**

**DISTRICT NO. 33**

**SCHOOL SERVICE PERSONNEL ASSOCIATION, IEA-NEA**

**July 1, 2016-June 30, 2019**

## TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
ARTICLE I	Recognition	3
ARTICLE II	Association Rights	4
ARTICLE III	Employee Rights	6
ARTICLE IV	Reduction in Force	10
ARTICLE V	Employee Working Conditions	13
ARTICLE VI	Holidays	16
ARTICLE VII	Vacations	18
ARTICLE VIII	Leaves	19
ARTICLE IX	Salary and Fringe Benefits	23
ARTICLE X	Grievance	28
ARTICLE XI	Effect of Agreement and Duration	31

**ARTICLE I**  
**RECOGNITION**

A. Recognition

The Board of Education of West Chicago School District No. 33 (hereinafter referred to as the "Board") recognizes that, pursuant to the Illinois Educational Labor Relations Act, the Illinois Education Association IEA (hereinafter referred to as "Association") through its local affiliate, the District No. 33 School Service Personnel Association, is the exclusive representative of all the employees in the unit set forth below for the purposes of collective bargaining:

All custodial and maintenance employees, including Stationary Engineer, Facility Engineer, Maintenance Technician, Head Custodians, Grounds Maintenance, Courier/Custodian, Utility Custodians (U/C) and related, Part-time Employees but excluding the Director of Facilities and Grounds, confidential employees, and temporary employees.

B. Definition

The term "employee," when used hereinafter in this Agreement, shall refer to all persons in the bargaining unit described in Article I, Section A.

C. Management Rights

The Association acknowledges that the Board has the responsibility and authority to manage and direct, on behalf of the public, all of the operations and activities of the School District to the full extent provided by law, limited only by the lawful provisions of this Agreement, including, but not limited to, such areas of discretion or inherent managerial policy as the functions of the Board, standards of service, the overall budget, the organizational structure, the selection of new employees and the direction and assignment of employees.

It is expressly understood and agreed by the Association that all functions, rights, powers, or authority of the Board which are not specifically limited by the express language of this Agreement are retained by the Board as authority vested in it by the laws and constitutions of Illinois and the United States and as authority properly exercised by it.

D. Exclusive Representative

The Board agrees not to negotiate or consult with any other employee's organization, individual covered employee or group of covered employees with regard to negotiable items, unless mutually agreed to, in writing, by the parties during the term of this Agreement, or except as otherwise provided in this Agreement.

**ARTICLE II**  
**ASSOCIATION RIGHTS**

A. Use of Facilities and Equipment

The Association shall not be denied reasonable use of, or access to, the following:

1. School facilities for meetings of the local Association, provided prior approval has been received from the designated administrator for use of the specific room or facility requested. No requests for use of facilities shall be granted unless a District employee is available at the specific building during the time scheduled for the function.
2. District duplicating services, provided use of particular machines has been approved by the designated administrator and the Association reimburses the District for the cost of materials and for any damage which arises from the use of the equipment.
3. Inter-school mail service, building mailboxes and email systems for the distribution of Association materials, provided such materials are clearly identifiable as to source. Security of the District's system shall be considered. The Association will abide by the recommended limits of size as posted on the Technology Department's E-Board. Upon request, a copy of any Association materials so delivered shall be promptly given to the Superintendent.
4. A District bulletin board conveniently located for the purpose of internal communications, provided all such publications shall be identified as Association materials.

B. Fair Share

1. Each employee, as a condition for employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall 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.
2. In the event that the employee does not pay the fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-members. The Association shall certify the amount of the fair share fee to the Board in writing by September 30 annually.
3. Such fees shall be paid to the Association by the Board in installments on the same schedule as payroll deductions of Association dues.

4. The Association agrees to defend, indemnify, and save the Board harmless against any claims, demands, suits, or other forms 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.

C. Creation of New Positions

If the District adds a new position not currently covered by this Agreement, the Association shall be notified.

D. No Discrimination

In accordance with applicable federal and state law, neither the Board nor the Association shall discriminate on the basis of an employee's race, creed, color, sex, national origin, religion, age or handicap unrelated to ability to perform the particular work involved.

E. Board Packets

The President of the Association shall be provided a copy of the "Board Packet" or similar memoranda as distributed to the Teachers' Association and which excludes all confidential Board information, at least twenty-four hours prior to the scheduled time of any regular or special board meeting.

F. Board Minutes/Reports

One copy of the Board minutes shall be provided to the President of the Association.

G. Printing of Agreement

The Board shall be responsible for printing the final collective bargaining agreement entered into between the Board and the Association and shall provide the Association with sufficient copies of the Agreement, in English per year for the duration of the contract. The Board shall also provide a copy of the Agreement for each employee at the onset of employment and whenever a new Agreement is printed.

**ARTICLE III**  
**EMPLOYEE RIGHTS**

A. Employment Status

An employee shall be considered probationary for the first ninety (90) work days of employment provided if at least thirty (30) work days of such ninety (90) days were not days of student attendance, the probationary period shall be extended to include a total of at least thirty (30) consecutive student attendance days exclusive of holidays. The Board may, when it deems necessary, extend the probationary period for an additional period not to exceed ninety (90) work days. In such cases, the employee shall be provided with reason(s) for the extension of the probationary period and a conference shall be held with the employee to explain the reason(s). The Administration shall be allowed ten (10) working days after the conclusion of a ninety (90) day probationary period to inform an employee of the Administration's evaluation and recommended action. After the probationary period is served successfully, an employee shall be considered on continuing status.

B. Seniority Definition

Seniority shall be computed from the first day of employment within the bargaining unit. Part-time employment shall be counted pro-rata. Upon successful completion of a probationary period, seniority shall revert to date of hire.

C. Discipline

Employees shall not be dismissed or suspended without Just Cause, provided such shall not be applicable to any action with respect to a probationary employee or the reduction-in-force of any employee.

The Board shall have the burden of proof to establish the existence of Just Cause. The Association shall have the burden of proof to establish any back pay award by securing other employment and/or unemployment compensation. The arbitrator shall reduce any back pay award by any compensation which was received or which might reasonably have been available to the employee. An arbitrator shall also have the authority to order the restoration of employment in a dismissal case if the arbitrator finds that the Board has acted without Just Cause.

D. Discipline Representation

In the event that an employee is required to attend a disciplinary hearing or meeting, or any meeting which may lead to discipline, the employee shall be informed of that meeting, as promptly as possible, and shall be notified of his/her right to have Association representation in the meeting.

E. Transfer and Promotion

If the Board deems it necessary to involuntarily transfer an employee from one building to another, the affected employee shall be given prior notice of said transfer and shall occur only after a conference is held between the affected employee and the

Superintendent or designee.

An employee who is on continuing status at the time of a job classification change shall serve a new probationary period subsequent to said job change. If an employee fails to perform up to the administration's expectations during this new probationary period, the employee shall be returned to the previous employment position on continuing status, provided such position is available. If no position is available, the employee shall be considered to be laid off and shall be treated in accordance with Article IV, Reduction in Force. An employee promoted to a higher range shall receive at least an additional 25 cents per hour not to exceed the maximum of such new range.

The Board will make a reasonable effort to minimize the involuntary transfer or reassignment of employees.

F. Substitute Assignments

Any employees assigned to work a position in a different job classification or to substitute for another employee in a different job classification or assigned to work a different shift for three or more consecutive days shall receive their rate of pay or the minimum rate of pay of the job classification or shift performed, whichever is higher. Such additional compensation (if any) shall be retroactive to the first day of substitute service. As used herein "day" shall mean any full day or full shift and includes the student lunch period(s) (if such occurs during the applicable shift). Such substitute assignments shall be reviewed every 30 days. The Board shall not make substitute assignments for the sole purpose of avoiding the implementation or application of this section.

G. Use of Substitute Services

The District and the Association agree that there are times when the need for substitute services may arise in cases of emergencies or hardships on the District due to being understaffed because of leaves, long-term illnesses, or vacancies. Employees covered under the collective bargaining agreement will always be offered the opportunity for overtime work first. If a need still exists, the District will hire a substitute from an established, trained pool of temporary replacements. Substitutes will be considered day-to-day on-call employees, either short or long term and will not be members of the Association. Employees will return to their positions, regardless of the amount of time a substitute has been in the position. Substitutes will not be considered permanent employees.

Article 3  
Employee Rights

The following points define the process for securing personnel for the above stated purposes:

Day Shift

1. First to be Assigned -- Day Utility Custodian (Floater).
2. Second to be Assigned -- Courier to be deployed to cover custodial absence if Day Utility Custodian is unavailable.
3. Contact available custodial personnel within the building of the absence to offer opportunity for overtime. If refused, then;
4. Contact available custodial personnel district-wide. Opportunity for overtime is based on District-wide seniority listing is determined by date of full-time employment for District #33 - not by job category or assigned position. If refused, then;
5. Contact available substitute custodial personnel from an established, trained pool of temporary replacements.

#### Night Shift

1. First to be Assigned – Night Floater
2. Contact available custodial personnel within the building of the absence to offer opportunity for overtime. If refused, then:
3. Contact available custodial personnel district-wide. Opportunity for overtime is based on District-wide seniority listing is determined by date of full-time employment for District #33 - not by job category or assigned position. If refused, then;
4. Contact available substitute custodial personnel from an established, trained pool of temporary replacements.

"Available" means an employee that is NOT currently working his/her normal work day and in his/her regularly assigned position for employment. It is not the intent to pull any employee from his/her regularly assigned position to cover an absence.

If the opportunity to work overtime is accepted during the day, the expectation is that the accepting custodian will work the full 8-hour regular shift of the absent custodian and then his/her own regular shift.

If the opportunity to work overtime is accepted for the evening, the expectation is that the accepting custodian will work a minimum 4-hour shift of the absent custodian and then his/her own regular shift, with the understanding that this minimum 4-hour shift may be adjusted up to 8 hours to accommodate special needs of the District as they arise.



H. Vacancies

The Board shall post a notice of all vacant or new positions in the bargaining unit when they are deemed to arise. The notice shall be posted in all buildings. No vacancy shall be filled, except on a temporary basis, until such vacancy shall have been posted for at least ten (10) calendar days. Any qualified employee may apply for the posted position. Directions for application will be on the posted notice. Upon written request, unsuccessful employee applicants shall be afforded a meeting with the appropriate supervisor to discuss reasons for not being appointed to the vacancy.

Article 3  
Employee Rights

I. Access to Personnel File

An employee shall be entitled, upon reasonable request, to review the contents of the employee's personnel file and to place in the file a written statement explaining the employee's position on any disputed portions of the file. An employee shall be entitled to obtain copies of non-confidential materials from the personnel file upon reasonable request and at the employee's expense.

J. Subcontracting

The Board of Education reserves the option to subcontract Utility Custodians and Grounds Maintenance positions as vacancies arise through promotion, resignation or other means. The Board of Education will not lay-off or dismiss or otherwise replace employees solely for the purpose of subcontracting.

Except as described above, no other custodial/maintenance bargaining unit position shall be subcontracted during the term of this Agreement except in those cases of emergencies or hardships on the district due to being understaffed because of leaves, long-term illnesses, or vacancies. The use of sub-contracting services is not to extend beyond the period necessary to address the emergency or hardship.

K. Complaints Against Employees

Complaints against employees which are to be used as a basis for evaluation shall be brought to the attention of the employee involved when reasonably possible.

L. New Hires

The Board shall advise the Association of the name, position and regular pay of all new employees.

**ARTICLE IV**

**REDUCTION IN FORCE**

A. Procedure for Layoff

No full-time employee shall be laid off pursuant to a reduction in force, determined to be necessary by the Board in its sole discretion, unless said employee shall have been notified of said layoff at least sixty (60) days prior to the effective date of the layoff. In the event of a reduction in force, the Board shall first lay off probationary employees, then the least senior employee. Before any full-time employee is subject to a RIF, all part-time employees shall be released. Such layoffs shall be by employment category. Seniority shall be computed as defined in Article III, Section B of this agreement.

B. Categories for Layoff

There shall be eight (8) categories of employees for the purpose of layoff.

- JOB TITLE:**  
 Stationary Engineer  
 Facility Engineer  
 Maintenance Technician  
 Head Custodians  
 Grounds Maintenance  
 Courier/Custodian  
 Utility Custodians (U/C)  
 Part-time Employees

C. Bumping

Employees shall have the right to “bump” other employees based on the chart below.

<b>An employee who is least senior with this job title:</b>	<b>May “bump” the least senior employee with these job titles:</b>
Stationary Engineer	Facility Engineer Maintenance Technician Head Custodian Grounds Maintenance Courier/Custodian Utility Custodian Any Part-Time Employee
Facility Engineer	Maintenance Technician Head Custodian Grounds Maintenance Courier/Custodian Utility Custodian Any Part-Time Employee
Maintenance Technician	Head Custodian Grounds Maintenance Courier/Custodian Utility Custodian Any Part-Time Employee
(continued on next page)	

<b>An employee who is least senior with this job title:</b> (continued from previous page)	<b>May “bump” the least senior employee with these job titles:</b>
Head Custodian	Grounds Maintenance Courier/Custodian Utility Custodian Any Part-Time Employee
Grounds Maintenance	Courier/Custodian Utility Custodian Any Part-Time Employee
Courier/Custodian	Utility Custodian Any Part-Time Employee
Utility Custodian	Any Part-Time Employee
Part-Time Employee	No “bumping” rights

Notwithstanding the above, an employee may not "bump" another employee who has greater seniority as used herein, seniority shall be defined as set forth in Article III, Section B.

**D. Recall Rights**

If in the event a position or positions become available within eighteen (18) months of the effective date of a layoff, laid off full-time employees shall be offered recall in order of seniority, with the most senior employee being called first, to any position for which the employee is qualified.

Notices of recall shall be sent by certified mail to the last known address as shown on the employer's records. The recall notice shall state the position offered as well as the time and date on which the employee is to report back to work.

**E. Employee's Obligation to Respond to Recall**

It shall be the employee's responsibility to keep the Board notified of a current mailing address. A laid off employee shall respond to the notice of recall within seven (7) calendar days of receipt of such notice or within twelve (12) calendar days of receipt of mailing, whichever shall be the shorter. A recalled employee shall have at least fifteen (15) calendar days from mailing of notice of recall to report for work. Another employee may fill a position on a temporary basis until such time as the recalled employee can report for work.

An employee who is laid off from full-time work and declines recall to full-time work for which the employee is qualified shall forfeit seniority rights and any further right to recall. An employee who is laid off from full-time work and declines or accepts recall to part-time work shall remain on the recall list for full-time work.

**F. Probationary Period**

An employee who had completed the probationary period prior to being laid off shall not be required to serve a new probationary period upon recall to a position. An employee who did not complete a probationary period shall only be required to serve a probationary period equivalent to that time that was remaining as a probationary employee at the time of layoff.

G. Rate of Pay - Recalled Employee

An employee recalled to a position in the same salary category from which the employee was laid off or to a higher salary category, shall return at the same rate of pay the employee was receiving at the time of layoff plus any increases in pay afforded other employees in that salary category while the employee was on layoff. If an employee is recalled to a position in a salary category lower than that from which the employee was laid off, said employee shall return at the same rate of pay the employee was receiving at the time of layoff or the maximum salary of the salary category in which the position is placed, whichever is the lesser.

H. Retirement/Resignation Notice

When resigning or retiring from District 33, the employee should submit a Notice of Resignation at least two weeks prior to the effective date of resignation. A resignation notice cannot be revoked once given. An employee planning to retire should submit a letter of intent to retire at least 2 months before the retirement date. These notices must be submitted to the Director of Facilities and Grounds as well as the Human Resources Department.

Prior to the effective date of resignation/retirement, the employee should contact the Human Resources Department to arrange a time for an exit interview and must return all District 33 property to the Director of Facilities and Grounds.

## ARTICLE V

### EMPLOYEE WORKING CONDITIONS

#### A. Job Descriptions/Time Studies

Job descriptions and specific job duties as detailed for a school year shall not be changed without prior discussion between the employee and immediate supervisor.

If job studies are to be used to measure the appropriate amount of time it should normally take to complete an employment task, such job studies shall be based on the normal and actual work performed in individual buildings in District 33.

If the district adds room additions, additional space or workload to a particular building, a time study of employee workload shall be conducted. Time studies shall be conducted with the assistance and knowledge of the Association.

#### B. Work Day

The regular work day shall be eight and one-half (8-1/2) hours, including 1/2 hour unpaid for a meal break and two (2) fifteen (15) minute paid rest breaks. An employee may leave the building during lunch and rest breaks. Rest breaks are not to be combined with the meal break. When there is a rental group or building function, custodians on duty are required to remain on the premises.

School Service Personnel schedules will be changed to meet the work demands of the District during all non-school attendance days, provided at forty-eight (48) hours notice shall given (unless waived by the affected employee) for non-emergency schedule changes of one (1) day's duration. Except as such shall be precluded by a previously scheduled commitment, an employee's work hours may be adjusted to accommodate the absence of a building head custodian.

If an employee is required or authorized to surrender duty free lunch, and work in lieu thereof, the employee shall be compensated as outlined in Article IX (C) below.

Excepting that time clocks shall be used to record authorized overtime hours, or on an individual basis as may be deemed necessary (i.e., summer employment, part-time work, attendance confirmation).

C. Health/Safety

If an employee believes that job responsibilities occur in unsafe or unhealthy situations, the employee shall refer the concern in writing to the immediate supervisor for investigation and review. If the completion of an employment task presents a commonly-recognized clear and present danger to the employee, the employee shall not be required to complete such task until the danger has been rectified.

An employee shall wear personal protective devices as provided by the district (e.g., lifting belts, safety glasses, rubber or latex gloves, dust mask...) while performing assigned or scheduled duties. Failure to use such equipment may result in disciplinary procedures.

D. Evaluation

An evaluation of each employee will be made by the immediate supervisor(s) a minimum of one (1) time each year. The employee will receive a copy of each evaluation. If, after having reviewed the evaluation, the employee feels the need to discuss the evaluation, a meeting with the immediate supervisor(s) may be requested. This request must be made within three (3) working days following the receipt of the evaluation.

E. Uniforms

An employee required by the District to wear a uniform at work shall be provided five (5) shirts, and five (5) pairs of slacks on the first day of employment after completion of the probationary period. Thereafter, the Board shall give an annual uniform allotment equivalent to the cost of five (5) shirts and five (5) pants to each full-time employee.

The Board shall determine the uniform style. Where options are provided, the employee may annually select uniform parts. The selection shall include uniform shorts. The Board may terminate the use of shorts as part of the uniform if any employee wears shorts while working with chemicals and/or machinery/equipment that might cause injury to the legs. Either of the foregoing actions may result in disciplinary action to the employee and/or termination of the option to wear shorts as part of the uniform.

Employees shall wear uniforms only while on duty and shall keep them in a laundered and neat condition. Employees may participate in building "spirit wear" days while performing regularly assigned duties, so long as such participation does not create or pose unsafe working conditions.

F. Tools

Tools required by a custodial employee to accomplish assigned tasks shall be provided by the Board. Within budgetary constraints, the Board shall furnish a maintenance employee with basic tools for assigned tasks. If a maintenance employee is required to use personal tools for District projects, however, the Board shall replace any broken, damaged or stolen personal tools with similar items of comparable value, provided the maintenance employee's negligence is not the cause of the damage or loss.

G. Emergency Closings

In the event that schools are closed for the safety of students because of inclement weather, the Superintendent has the authority to require employees to work on that day.

It is expected that employees are to be in attendance at their regular work assignment unless otherwise informed. If unable to report, the employee shall contact the supervisor and, at the employee's request, one day will be deducted from the employee's accumulated vacation or emergency leave.

Employees shall make a diligent effort to arrive at work by their scheduled time. After insuring all mechanical and heating ventilating systems are operating, insuring that all exits are clear and passable, and insuring that the building is secure, the administration will determine if it is appropriate to send the employee home early. Employees will receive time and one-half for actual hours worked. The employees will receive their regular rate of pay for the remainder of the eight-hour day. There shall be no pyramiding of overtime.

## **ARTICLE VI**

### **HOLIDAYS**

#### A. Holiday Schedule

Holidays shall be available immediately after commencement of employment. The following holidays will be observed as paid holidays for all employees:

- Independence Day (July 4)
- Labor Day (First Monday in September)
- Columbus Day
- Veteran's Day
- Thanksgiving Day (Fourth Thursday in November)
- Friday after Thanksgiving Day
- One-half Day Christmas Eve (Second half of day-December 24)
- Christmas Day (December 25)
- New Year's Day (January 1)
- Martin Luther King's Birthday
- Lincoln's Birthday or President's Day
- Pulaski Day (as long as it is a school holiday by law)
- Good Friday
- Memorial Day

If Christmas Eve occurs on a non-scheduled work day there shall be no compensatory time.

The hours paid for a holiday not worked will be counted as a working day in computing overtime.

A holiday falling within a vacation period shall not be counted as a vacation day. A holiday occurring while an employee is on leave of absence for sickness or injury shall not be counted against sick leave.

#### B. Holiday Adjustments

When a holiday falls on a Saturday, the previous Friday will be observed as a holiday and, when a holiday falls on a Sunday, the following Monday will be observed as a holiday. However, if school is in session on an observed holiday as listed in Section A, employees must work that day and such employees will receive a floating holiday on a mutually acceptable date.



Any custodian who works at Educare on a day when Educare is open but District 33 is closed because of a holiday will receive double time instead of time and a half for hours worked. This includes the regular Educare custodians as well as any other custodian who fills in the day or evening shift at Educare on that day.

Article 6  
Holidays

C. Eligibility

To qualify for pay on any holiday, an employee must have worked his/her scheduled workdays immediately preceding and following the holiday, unless the employee's absence on such days has been approved by the Superintendent.

D. Holiday Work Notice

Any employee needed to protect or service a building may be called in to work on a holiday. Normally such employees will be notified forty-eight (48) hours in advance.

## ARTICLE VII

### VACATIONS

#### A. Vacation Schedule

Paid vacations for full-time (12-month) employees shall be provided after one year from the date of employment according to the following schedule:

1-5 years completed:	10 working days awarded
6-8 years completed:	15 working days awarded
9 years completed:	20 working days awarded
10 years completed:	Add 1 day per year, to a maximum of 25 days

Vacation days shall be earned on a daily basis, i.e., for those who earn 10 working days per year, the full-time daily rate of vacation accrual shall be .038314; for those who earn 15 working days, the rate shall be .057471; and for those who earn 20 working days, the rate shall be .076628. Vacation shall not be earned for overtime work or for other than regularly assigned days of employment not to exceed 261 per fiscal year.

Earned vacation time shall not accumulate for more than thirteen (13) calendar months, i.e., vacation time not utilized within thirteen (13) calendar months of when earned shall be lost, provided such deadline may be waived by the Superintendent or designee for good cause shown, and any such waiver shall be non-precedential. The schedule shall be arranged by the employee with the approval of the employee's immediate supervisor and the Superintendent or designee.

During any probationary period, vacation shall accrue, but shall not be available to the employee during such probationary period. Any right to vacation time shall be extinguished if the employee is terminated or resigns for any reason prior to the expiration of the initial probationary period.

#### B. Payment Upon Termination

Accumulated unused vacation days will be compensated for employees who leave the District.

## ARTICLE VIII

### LEAVES

#### A. Sick Leave

All full-time 12-month employees shall be entitled to a total of fourteen (14) sick leave days per year without loss of salary. Employees who are employed after the beginning of the fiscal year shall be entitled to pro-rata sick leave.

Upon the completion of eight (8) years of District employment, employees shall receive a one-time bonus of fifty (50) sick leave days. Upon the completion of fifteen (15) years of District employment, employees who are scheduled to work one-hundred eighty-five (185) days or more shall receive an additional one-time bonus of fifty (50) sick leave days; employees who are scheduled to work less than one-hundred eighty-five (185) days shall receive an additional one-time bonus of twenty-five (25) sick leave days. Bonus sick leave days will be awarded annually in July following the school year in which the employee has achieved the required years of service in the bargaining unit.

Sick leave may accumulate with no limit. There shall be no deduction for sick leave on days when the employee is not required to be working.

After three (3) days of absence for personal illness, or as it may be deemed necessary in other cases, the employee may be required to furnish a physician's or a spiritual advisor's certificate of illness as a basis for pay. If such a certificate is required, the District shall pay any reasonable expenses incurred for securing it.

Sick leave shall be interpreted in accordance with The School Code.

Each quarter employees who use no sick, personal or workers' compensation days will receive a \$250 bonus, paid on the next available payroll. Quarters will be defined as follows:

- Q1 = July 1 – September 30
- Q2 = October 1 – December 31
- Q3 = January 1 – March 31, 2011
- Q4 = April 1 – June 30

B. Personal Leave

Full-time employees shall be granted three (3) personal leave days per year without loss of pay upon application to and approval by the Superintendent or designee. Except in an emergency, requests for leave must be submitted at least 48 hours in advance of the requested day. Unused personal leave days shall accumulate as sick leave. Such leave is intended to be used for personal emergencies or business which cannot be conducted during a time other than scheduled work hours. If leave is requested for reasons other than the following, a specific reason must be indicated in the application: court appearance, driver's license test, funeral of persons not covered under bereavement or sick leave provisions, marriage or graduation of self, spouse, children or brother or sister, moving, legal affairs, or religious observance. Any employee who uses such leave improperly shall have such time deducted as computed on a per diem basis and may be subject to reprimand and/or dismissal.

During an initial probationary period, personal leave days shall be recorded for an employee but shall not be available for use by the employee prior to the completion of the probationary period. Such benefit shall be extinguished if the employee is terminated or resigns for any reason prior to the expiration of the initial probationary period. During any subsequent probationary period due to voluntary transfer or promotion, personal leave days shall be available for use by the employee. If an employee uses personal leave during a probationary period, the probationary period shall be extended by the number of days used.

C. Association Leave

Leave of absence without loss of pay shall be granted by the Board to the Association President or designees for the purpose of attending local, state or national conference(s), for up to Four (4) days per year. Notice of intention to utilize such a leave of absence shall be submitted in writing to the Superintendent or designee at least three (3) employment days in advance of the onset of such leave. Leave of absence hereunder shall be non-accumulative.

D. Bereavement

In the event of the death of a member of the immediate family (as defined in The Illinois School Code) of any full-time employee, such employee shall be entitled to up to three (3) days leave of absence without loss of pay or deduction of accumulated sick leave for each such death. If circumstances require any additional absence due to such death, such shall be deducted from accumulated sick leave. Bereavement leave shall not accumulate in any form.

E. Jury Duty

An employee called for jury duty or who has been subpoenaed as a witness may be granted a special leave to fulfill such duty at full pay.

Any compensation for jury duty will be submitted to District 33.

F. Family And Medical Leave

1. The Board of Education has adopted a policy in connection with the Family and Medical Leave Act (FMLA). By express agreement of the parties, such inclusion of the Board policy shall not be construed to incorporate such policy into the collective bargaining agreement in any fashion, and expressly shall not be subject to the grievance procedure of this Agreement. Further, nothing herein shall be construed as to diminish in any respect the rights of the Association, if any, to impact or mid-year bargaining if the Board of Education should at any time elect to amend or repeal such FMLA policy.
2. The Board may designate as Family Medical Leave Act (FMLA) leave any leave taken by an employee for a reason constituting an FMLA-qualifying event regardless of whether the employee has requested FMLA leave.

G. Unpaid Medical Leave

If an employee who has exhausted his/her available FMLA leave, or is ineligible for FMLA leave, requires leave for an FMLA qualifying reason, the Board may grant, upon request, the employee an unpaid leave not to exceed twelve weeks. Such leave shall be unpaid and no benefits shall be provided during the period of such leave. An employee may, if they elect, choose to remain on the District's insurance plan during such leave provided that the employee makes appropriate arrangements to pay the entire cost of such coverage for the duration of the leave. An employee returning from a leave pursuant to this paragraph will be placed in a vacant position for which he/she is, in the District's sole discretion, deemed qualified to hold if such a position is available. If no such position is available, the employee shall be laid off.

H. Unpaid Personal Leave

An employee with at least five (5) years of full-time service at West Chicago Elementary School District 33 may request and the Board may grant in its sole discretion to grant an unpaid leave of absence beyond the leaves specified in this contract. The duration of, requirements from return from, and placement upon return from such leave shall be by mutual agreement of the parties. Such leave shall be unpaid and no benefits shall be provided during the period of such leave. An employee may, if they elect, choose to remain on the District's insurance plan during such leave provided

that the employee makes appropriate arrangements to pay the entire cost of such coverage for the duration of the leave. Requests for unpaid leave under this provision will be considered on an individual, non-precedent setting basis.

**ARTICLE IX**

**SALARY AND FRINGE BENEFITS**

A. Salary Ranges

During the terms of this Agreement, the minimum salary level for the 2016-17 school year shall be:

Utility Custodians	\$11.00
Grounds Maintenance	\$11.00
Courier/-Custodian	\$12.00
Head Custodians	\$13.25
Maintenance Technician	\$14.75
Facility Engineer	\$15.00
Stationary Engineer	\$16.00

The minimum salary level for the 2017-18 and 2018-19 school years shall be:

Utility Custodians	\$12.00
Grounds Maintenance	\$12.00
Courier/-Custodian	\$13.00
Head Custodians	\$14.25
Maintenance Technician	\$15.75
Facility Engineer	\$16.00
Stationary Engineer	\$17.00

Any new outside applicant for a bargaining unit position will begin at the base salary for that position. Experience credit may be granted for up to five (5) years for experience at a rate of \$.25 per hour for each year of experience credited up to the five (5) year maximum.

The Middle School Head Custodian shall receive, in addition to the employee's hourly rate, a monthly stipend of \$250.00. Such stipend shall be effective on July 1, 2016 and thereafter.

Employees of this bargaining unit shall receive the following percentage salary increases on their base salaries:

2016-2017	4.0%
2017-2018	3.0%
2018-2019	2.0%

B. Hourly Increase Incentives

Employees may earn the following salary increases:

\$0.50/hour

\$0.25/hour

\$0.10/hour

Stationary Engineer License (55 hour course)

Asbestos Handling Certificate

Pre-approved coursework equivalent to 3 semester hours in HVAC, electrical or plumbing



All hourly increase incentives will be applied to salaries at the time of hiring or after the annual salary increase percentage is calculated.

Each employee will be limited to a maximum \$1.00/hour increase for any combination of hourly increase incentives over the life of this contract.

Incentive increases will be lost if the employee fails to maintain the certificate and/or license.

C. Overtime

Employees shall receive 1-1/2 times their regular wage rate for any time on the job over forty (40) hours per week. Overtime must be approved by the immediate supervisor.

D. Emergency Work

In cases of emergencies (breakdowns, snow removal, etc.), employees called in for work shall be guaranteed two (2) hours of work if not contiguous with daily shift (whether Sunday or other day) which will be compensated at the regular overtime rate if the hours worked are in excess of a normal work week.

E. Building Closure

Employees shall receive their regular hourly wage if unable to enter or remain in the building due to clearly unsafe conditions (fire, gas, etc.). An employee must remain available for the balance of the shift in the event the unsafe condition is abated. It shall not be considered an unsafe condition when schools are closed to student attendance, unless so indicated by the Superintendent.

F. On Call List (Emergency Situations)

Up to a maximum of three (3) members of the collective bargaining unit may be placed on the emergency call list. Each person on the emergency call list will receive \$300 per month stipend.

G. Education Reimbursement

Employees may submit for advance approval of the Superintendent or designee courses of study designed to improve their job skills and/or expertise. Such employee requests shall be in writing and shall include specific data indicating the value of the course to the employee's current duties. Such approval shall be non-precedential and within the discretion of the Superintendent or designee. If approved, the employee shall be

reimbursed the cost of the tuition of such course, provided the maximum reimbursement to any individual in any single school year shall be \$1000.00, excluding consumable lab fees and material fees. The cost of textbooks that become the property of the Board shall be an allowable reimbursement, and shall not be included when calculating the maximum cost of tuition of \$1000.00. The maximum total reimbursement to bargaining unit members per school year pursuant to this section shall be \$5,000. (If the latter maximum is exceeded as a consequence of individual approvals, the reimbursement allocation to individual employees shall be adjusted pro rata, subject to the maximum individual reimbursement of \$1000.00 per year.) Employee must notify District no later than 90 days prior to the start of any such course.

If the District requires additional training, such total cost shall be paid by the Board of Education.

H. Retirement Incentives

1. Employees who retire after the age of fifty-five (55) and who have worked in the District ten (10) years or more shall receive \$100 for each full year of continuous employment with the District up to a maximum of \$2,000. Such additional compensation shall be added to the employees' last paycheck from the District during the fiscal year.
2. Accrued sick leave not used to purchase IMRF service credit shall be paid out to the employee at the rate of \$25 per day up to a maximum of 100 days. Such additional compensation shall be added to the employees' last paycheck from the District during the fiscal year.

I. Mileage

Employees who are required to use personal vehicles on the job will be reimbursed at the current IRS maximum allowable rate established by the Board of Education at the beginning of the fiscal year.

J. Hospital Insurance

Insurance coverage shall be available immediately after commencement of employment or as soon as the insurance carrier shall allow. The Board shall provide for each full-time employee a hospitalization program with comprehensive medical/surgical and major medical coverages no less than those in effect during the year prior to this Agreement.

The Board will pay 80% of premiums for all participating employees.

In the event two (2) employees, regardless of bargaining unit, are and would qualify for one (1) family insurance plan, the employee with the earlier calendar year birth date (e.g. January precedes March) will be considered the named insured. The spouse will be covered under the family plan of the named insured. In such event, the Board shall pay 100% of the family premium.

Effective June 30, 2019, changes in Health Insurance will be implemented as follows:

Low deductible PPO: Board pays 70%/Employee pays 30% (Single and Family).

K. Life Insurance

Insurance coverage shall be available immediately after commencement of employment of employment or as soon as the insurance carrier shall allow. The Board will provide each employee who works 1,000 hours a year with a \$20,000 term life insurance policy.

L. Dental Insurance

Insurance coverage shall be available immediately after commencement of employment or as soon as the insurance carrier shall allow. The Board shall provide for each full-time employee a dental insurance program with benefits no less than those in effect during the year prior to this Agreement.

For employees who currently have 100% dental coverage through the Board of Education, there will be no change. Employees enrolling in the dental plan after June 30, 2016 will pay 20% of dental premiums, Board will pay the remaining 80%. For all other current employees, employee will pay 20%, Board will pay 80% of dental premiums.

M. Definition of Full-Time Employee

For purposes of this Article, "full-time employee" means one who has a regular workweek of thirty (30) or more hours.

N. Long-Term Disability

The Board will endeavor to make a long-term disability plan available to employees, at employee expense contingent upon the requirements of the carrier, the insurance committee's recommendations, and other applicable factors.

O. Section 125 Plan

The Board will make available a Section 125 (medical flex-spending) Plan to employees. The participants in the plan shall bear all the individual costs thereof.

P. 403(b) Plan

The Board will make a 403 (b) plan available to eligible employees, as defined in the Plan Documents.

Q. Insurance for Retirees

Employees who retire from the District and who have participated in the District group health insurance program for the previous ten (10) years may elect to retain insurance coverage or may seek insurance elsewhere at their own expense. Such irrevocable election shall be made no later than thirty (30) calendar days prior to the effective date of retirement. The Board shall reimburse the retiree the cost of single premium coverage or \$100 per month whichever shall be the lesser, from the date of retirement provided the employee shows proof of insurance. Such insurance coverage shall be for the retiree or spouse, but may not be for the spouse only. This reimbursement shall terminate upon voluntary cancellation of such reimbursement by the retiree or the death of the retiree or after eighteen (18) calendar months whichever shall first occur.

R. Insurance Committee

The Association shall have no less than two (2) representatives on the District-wide Insurance Committee. This committee shall have the responsibility of gathering pertinent information, and review of rates. The Committee shall periodically review the level and scope of benefits, as well as options for providers, brokers, and consultants, and may recommend changes to the Association and to the Board. The level of health/major medical benefits available to employees shall not be reduced during the term of this Agreement absent an agreement to such change between the Board and the Association.

**ARTICLE X**  
**GRIEVANCE**

A. Definitions

1. Any claim by the Association or an employee that there has been a violation of the terms of this Agreement shall be a grievance.
2. As used herein, the term "days" shall mean employee work days. The time limits specified in this procedure may be extended in any specific instance by mutual agreement in writing.

B. Informal Procedure

The parties hereto acknowledge that it is usually most desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and informal communication. If, however, the informal process fails to satisfy the employee or the Association, a grievance may be processed as described in Article X, Section C below.

C. Formal Procedure

1. Step One: The employee or the Association may present a grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. Such grievance shall be submitted within fifteen (15) days of the occurrence of the grievance or within fifteen (15) days of when such occurrence should reasonably have become known, provided that no grievance may be initiated more than forty-five (45) days after the occurrence of the event giving rise to the grievance. A written grievance shall state the sections of the Agreement allegedly violated and the requested remedy. Within ten (10) days of the meeting, the employee and the Association shall be provided with the supervisor's written response.
2. Step Two: If the grievance is not resolved at Step One, then the employee or the Association may refer the grievance in writing to the Superintendent or designee within ten (10) days after receipt of the Step One answer. The Superintendent or designee shall arrange for a meeting to take place within ten (10) days of receipt of the appeal. Within ten (10) days of the meeting, the employee and the Association shall be provided with the written response of the Superintendent or designee.
3. Step Three: If the Association is not satisfied with the disposition of the grievance at Step Two, the Association may submit the grievance to binding arbitration. If a

written demand for arbitration is not filed within fifteen (15) days of the date for the Step Two answer, then the grievance shall be deemed withdrawn.

Either American Arbitration Association or FMCS (Federal Mediation and Conciliation Service) shall act as the administrator of the proceedings. The arbitrator shall consider and decide only the specific issues submitted to him/her in writing and shall base the decision solely upon his/her interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented. The arbitrator shall have no power to alter, add to, modify, delete, or amend the terms of the Agreement in rendering a decision.

D. General Provisions

1. Each party shall bear the full costs of its representation in an arbitration. The cost of the arbitrator and AAA or FMCS shall be divided equally between the parties. If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the transcripts shall be divided equally between the Board and the Association.
2. The employee grievant shall be allowed representation of his choosing at any step of the formal procedure. When an employee is not represented by the Association, the Association may be present as an observer at all meetings.
3. If an employee is required by the Board to be involved in the processing of a grievance during school hours, he/she shall be excused for such purposes without loss of pay.
4. A grievance may be withdrawn at any level without establishing precedent and, if withdrawn, shall be treated as though never having been filed.
5. The failure of the employee or Association to act within the time limits set forth shall preclude further appeal of the grievance. Upon failure of the Board to meet the time limits prescribed in this Article, the grievance shall be advanced to the next highest level.
6. If the Association and Superintendent agree, Step One of the grievance procedure may be bypassed and the grievance brought directly to Step Two.

E. Non-Reprisal

No reprisals of any kind shall be taken by the Board of Education or the school administrators against the aggrieved person, the grievance representative, the grievance committee, the Association or any other participant in the grievance procedure by reason of such participation.

Nor shall reprisals of any kind be taken by the Association or members thereof against the Board of Education and/or its representatives by reasons of their participation in the grievance procedure.

F. Cooperation by the Board of Education

The Board and administration will cooperate with the Association in the investigation of any grievance, and further, will, within the parameters of the law, furnish the Association with the information upon which the grievance is based.

G. Records

All documents dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

H. Withdrawal

A grievance may be withdrawn or resolved at any level without establishing precedent and if withdrawn shall be deemed as though never having been filed.

## ARTICLE XI

### **EFFECT OF AGREEMENT AND DURATION**

A. Severability

If any article, section, or provision of this Agreement shall be declared illegal or unenforceable by a court of competent jurisdiction, said article, section or provision shall be automatically deleted from this Agreement to the extent that it violates the law. The remaining article, sections, and provisions shall remain in force and effect for the duration of the Agreement if not affected by the deleted article, section, or provision.

B. Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written amendment executed according to the provisions of this Agreement.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right to make proposals with respect to any matter not removed by law or by specific agreement of the parties from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. The parties each further agree that they shall not be obligated to bargain collectively during the term of this Agreement with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

C. No Strike

During the term of this Agreement and any extension thereof, neither the Association nor any member of the bargaining unit shall engage in, authorize or instigate any strike or other illegal concerted activity (sympathy strike, work stoppage, or withholding of services) directed against the Board.

D. Duration

This Agreement shall be effective upon the date of its execution, provided the salary schedule and fringe benefits shall be effective as of July 1, 2016 for all employees of record as of such date of execution and shall continue in effect through 11:59 p.m. on June 30, 2019.



FOR THE ASSOCIATION:

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President                      Date

ATTEST:

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Secretary                      Date

FOR THE BOARD:

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President                      Date

ATTEST:

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Secretary                      Date

