

## ARTICLE I – RECOGNITION AND REPRESENTATION

### 1.1 Parties to the Agreement

This Agreement is entered into this 30th day of June, 2016, by and between the Board of Education of Channahon Elementary School District No. 17, Will County, Illinois (hereinafter referred to as the Board) and the Channahon Custodian Council of AFT Local 604, AFL-CIO (Hereinafter referred to as the Union) pursuant to and in compliance with the Illinois Educational Labor Relations Act.

### 1.2 Recognition, Jurisdiction and Scope

For the purpose of collective bargaining with respect to wages, hours and terms and conditions of employment, the Board recognizes the Union as the sole and exclusive representative for all regularly employed full-time and regularly employed part-time custodian and maintenance personnel, of School District No. 17. Excluded personnel are all substitutes, seasonal help, and supervisory personnel, part-time of less than twenty (20) hours per week. All regular employed full-time personnel are defined as employees whose normal work day is eight (8) hours per day. All regular employed part-time personnel are defined as employees whose normal work week is twenty (20) hours or more.

### 1.3 Conformity to Law

Should any article, section or clause of the Agreement be declared illegal by a court of competent jurisdiction or in the event the Congress or the Legislature enacts a law in conflict with any article, section or clause of this Agreement, said article, section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining articles, sections or clauses shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted article, section or clause.

### 1.4 Non-Discrimination

The Board and the Union agree to continue their policies of not discriminating in terms of employment or membership against any employee on the basis of race, creed, color, national origin, religion, gender, sexual orientation, age or membership in the Union.

## ARTICLE II - UNION/BOARD RELATIONS

### 2.1 Union/Superintendent Meetings

The Superintendent and/or his/her designee shall meet as needed with representatives of the Union to discuss matters relating to the implementation of this Agreement, as well as matters of mutual concern.

### 2.2 Union Building Representative Meetings

The immediate supervisor and/or principal of each school shall meet as needed with the Union building representative to discuss questions relating to the implementation of this Agreement, as well as matter of mutual concern.

### 2.3 Information to the Union

The Board shall furnish the Union president with documents including, but not limited to, the following as they are received, completed or compiled:

- A. Board agenda
- B. Official minutes of the Board meetings
- C. Monthly budget summaries
- D. Board policy manual
- E. Annual auditor's report and management letters
- F. Current fiscal year budget
- G. Statistical information, not including employees' names, pertaining to employee step placement and present insurance coverage when requested for purposes related to collective bargaining and contract negotiations
- H. Names and addresses of new persons employed shall be given to the Union within fifteen (15) working days.

### 2.4 Meetings

- A. Upon reasonable advance notice, the Union shall be permitted use of school buildings for union meetings, provided that such meetings are scheduled through the building principal or district office. It is agreed that such meetings shall not interfere with any aspect of the instructional programs or interrupt normal school operations.

- B. Authorized agents of the Union, upon notifying the building principal, Superintendent or appropriate office personnel, may meet with members of the bargaining unit in the school building during the duty free times of such employees.

## 2.5 Notices

The Union shall be able to use school mailboxes and employee bulletin boards for Union matters. A copy of all open communications shall be given to the Superintendent.

## 2.6 General Information

The Union President or designee shall be allowed use of District office equipment, upon advance reasonable request to the appropriate administrator, provided that such use shall not interfere with the District's use thereof, and provided further the Union shall reimburse the District for the actual cost of consumable materials. No school equipment shall be removed from the premises or used for political purposes.

## 2.7 Dues Check Off

The Board shall deduct from the regular paycheck of each employee from whom it receives written authorization to do so, the required amount of Union dues. All dues shall be deducted over the course of twenty-six (26) pay periods. The dues and a list of employees from whom the dues have been deducted and the amount deducted from each shall be forwarded to the proper Union officer no later than ten (10) days after such deductions were made. Deductions shall continue unless and until the authorization is withdrawn by the employee by written notice to the Superintendent and Union Treasurer.

## 2.8 Printing

The Union shall type and print this Agreement. The Agreement shall be distributed to each employee, administrator and Board member.

## 2.9 District Events

The Board shall make every effort to allow employees to attend significant District events that conflict with work schedules upon approval of the Superintendent. Employees shall be allowed release time to attend any district sponsored social activity scheduled during their work day.

## 2.10 Board Meetings

The Union may be placed on the agenda of Board meetings.

## 2.11 Fair Share

- A. It is recognized that the negotiations and administration of this Agreement entail expenses which appropriately are shared by all employees who are beneficiaries of said Agreement. To this end, effective with the commencement of this Agreement, if any employee does not join the Union, such employee shall:
  - 1. Execute an authorization for the deduction of a sum equivalent to the proportionate share of the cost of the collective bargaining process and contract administration; or
  - 2. Pay directly to the Union a like sum.
- B. In the event such an authorization is not signed or such direct payment is not made within thirty (30) calendar days following the commencement of employment of the employee or the effective date of this Section, whichever is later, the Board will deduct from the regular salary check of the employee the fair share fee in payments of equal installments, starting with the subsequent payroll period, provided:
  - 1. The Union has posted the appropriate notices of impositions of such fair share fee in accordance with the rules and regulations of the IELRB; and
  - 2. The Union has annually certified in writing to the Board that amount of such fair share fee notice has been posted.
- C. The parties expressly recognize the right of employees to challenge the amount of fair share. The parties acknowledge that such a challenge will be handled pursuant to rules adopted by the EDLRB.
- D. In the event an employee objects to the amount of such fee, the Board shall continue to deduct the fee and transmit the fee (or the portion of the fee in dispute) to the IELRB, which shall hold the fee in escrow in an account established for that purpose. The Board shall continue to transmit all such fees to the IELRB until further order of the IELRB. If the employee is entitled to a refund, the employee shall receive such refund plus any interest earned on the refund during pendency of action pursuant to applicable IELRB procedures.
- E. The parties expressly recognize their obligations to and the rights of non-members based upon their bona fide religious tenets or teachings of a church or religious body as provided in Section 11 of the IELRB. If a non-member employee declares the right of non-association based upon bona fide religious tenets or teachings of a church or

religious body of which such employee is a member, such employee shall be required to pay an amount equal to his or her proportionate share to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the employee and the Union are unable to reach agreement on the matter, a charitable organization shall be selected from a list established and approved by the Illinois Educational Labor Relations Board in accordance with its rules.

- F. The Union agrees to indemnify and save the Board harmless against any claims, charges, demands, suits, or other forms of liability which may arise by reason of any action taken or omitted by the association or the Board in complying with the provisions of this Section, including reimbursement for any legal fees or expenses incurred in connection therewith. If an incorrect deduction is made, the association shall refund any such amount directly to the involved employee.
- G. The Board agrees to notify the Union promptly in writing of any written claim, demand, or suit in regard to which it will seek to implement the provisions of the Section F above, and if the Union so requests in writing, to surrender claims, demands, suits or other forms of liability.

### ARTICLE III- MANAGEMENT RIGHTS

The Board retains and reserves unto itself all powers, rights, duties and responsibilities conferred upon and vested in it by the statutes of the State of Illinois.

The Board shall not be required to bargain over matters of inherent managerial policy, which shall include such areas of discretion or policy as the functions of the employer, standards of services, its overall budget, the organizational structure and selection of new employees and direction of employees.

### ARTICLE IV – NO STRIKE

The Union agrees that there shall be no strike, withholding of services, or other refusal to render full and complete service to the Board during the term of this Agreement.

### ARTICLE V – GRIEVANCE PROCEDURE

A grievance is defined as a complaint or claim by an employee and/or the Union that there has been a violation, misinterpretation or misapplication of any provisions of this Agreement.

The Board acknowledges the right of the Union to assist a grievant at any level of the grievance procedure if it obtains the consent of the grievant, and the Union acknowledges the right of any member of the administration to receive assistance as desired in any step of

the grievance procedure. Failure of any employee or the Union to act on a grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual consent. At any state of the grievance procedure, the grievant may be represented by a representative of his/her choice. A business day is defined as a day on which the school administration office is open for business.

A grievance involving the act of any administrator above the building level shall initially be filed at STEP 3 of the grievance procedure.

Should the investigation of any grievance require, in the judgment of the Superintendent, that the employee be released from his/her regular assignment, he/she will be released without loss of pay or benefits.

The Board agrees not to take any reprisal against any person for his/her participation in the grievance process. The Union agrees to take no reprisal against any person because of his/her participation or refusal to participate in the grievance process.

STEP 1: A complaint shall first be discussed with the object of resolving the matter informally. If the matter is resolved and a Union representative was not present at the adjustment of the complaint, the supervisor shall inform the Union President of the adjustment.

STEP 2: If the grievance cannot be resolved informally, the grievant shall present the grievance in writing to his/her immediate supervisor no later than twenty (20) business days after the occurrence, the claim or complaint. The information contained in the filed grievance shall include, but not be limited to: (1) a description of the specific grounds of the grievance; (2) a listing of the provisions of this Agreement which are alleged to have been violated or misapplied which will remedy the grievance. The supervisor will arrange for a meeting to take place within five (5) business days after receipt of the grievance. The aggrieved party, the immediately involved supervisor, and any person whose assistance they request shall be present for the meeting. The supervisor will then, within ten (10) business days after the meeting, provide the aggrieved party and the superintendent with a written memorandum setting for the dispositions of the grievance. Such memorandum shall contain reasons upon which the disposition of the matter was based.

STEP 3: If the grievant is not satisfied with the disposition of the grievance at Step 2 or if Step 2 time limits expire without the issuance of the supervisor's memorandum, the grievant may within ten (10) business days conduct a meeting with the Superintendent with the same parties being present as may be present in Step 2. Upon the conclusion of the hearing of the

grievance, the Superintendent shall have ten (10) business days in which to provide his/her written decision.

STEP 4: If the grievance is not resolved satisfactorily at Step 3, there shall be available a fourth step of impartial, binding arbitration. The grievant may submit, in writing, a request to the Superintendent within ten (10) business days from the receipt of the Step 3 answer. The parties shall jointly request the American Arbitration Association to submit to them a list of five (5) arbitrators' names and qualifications. Either party may reject one list in its entirety and request that another list be submitted. From such list, the party initially requesting the arbitration shall strike two names and the other party shall then strike two (2) names. The person whose name remains shall be the arbitrator. The arbitrator selected shall be jointly notified of his/her selection and requested to contact the parties with respect to setting up a time for a hearing.

All expenses incurred shall be shared equally by the Board and the Union. It is understood that such expenses will be limited to the arbitrator's fee. Any legal expenses incurred should be paid for by the party engaging the legal counsel.

The arbitrator shall not have the power to add to, subtract from, alter, or modify in any way the terms or conditions of this Agreement. It shall be the function of the arbitrator, and he/she shall be empowered, after due investigation, to make decisions in cases of alleged violations of specific Articles and Sections of this Agreement.

Each party shall be entitled to representation and witnesses. The arbitrator shall have no power to make any award void or prohibited by law, statutory or decisional.

The cost of the arbitrator shall be borne equally between the Union and the District. Should either party request a transcript of the proceedings, that party shall bear the cost of the transcript. Should both parties request a transcript of the proceedings, they shall share the cost equally. The arbitrator's decision shall be final and binding upon the parties. His/her decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of this Agreement.

Should the investigation of any grievance require, in the judgment of the Superintendent, that the employee be released from his/her regular assignment, he/she will be released without loss of pay or benefits.

The Board agrees not to take any reprisal against any person for his/her participation in the grievance process. The Union agrees to take no reprisals against any persons because of their participation or refusal in the grievance process.

## ARTICLE VI – EMPLOYEE RIGHTS

### 6.1 Probationary Period

All new employees will be hired on a trial basis for ninety (90) calendar days of continuous service in the District during which time the District shall have the unqualified right to discharge and discipline the employee, and the employee shall have no recourse to the grievance procedure with regard to the discharge or disciplinary action.

Employees shall acquire seniority upon completion of the probationary period. As defined in this agreement and upon acquiring seniority, the seniority date shall relate back to the first date of service.

During the probationary period, employees will be formally evaluated at least twice during the ninety (90) calendar day period. Each employee will meet with his/her supervisor to discuss his/her evaluation. The employee shall sign the evaluation at the conclusion of the meeting to signify it was reviewed but does not signify agreement. Employees may attach a rebuttal to the evaluation within two (2) weeks of the formal evaluation conference.

Insurance benefits begin on the first day of the month from the date of hire.

### 6.2 Seniority

District seniority shall be defined as the length of full-time continuous service with the District from the date of hiring or date services began, whichever date is earlier, in a capacity covered by this Agreement. In the event of equal seniority in the District, ties shall be broken in the following order:

- A. Part-time employment of twenty (20) hours or more per week/hiring date.
- B. By a drawing.

Employees who work less than forty (40) hours and twenty (20) hours per week or more shall accrue part-time seniority. This part-time seniority shall apply only to part-time employees and in no way impact full-time seniority except in the case of a tie. In the event of equal part-time seniority in the District, ties shall be broken in the following order:

- A. Part-time employment of twenty (20) hours or more per week/hiring date.
- B. By a drawing.

A seniority list shall be given to the Union President by February 1 of each year and posted in each building.



### 6.3 Reduction in Force

- A. Dismissal for reduction in force requires written notice as specified in Illinois School Code. Should a reduction in force become necessary, employees who are not full-time employees would be released first beginning with the part-time employee with the least seniority, followed by full-time employees with the least amount of seniority. In the event of an employee being recalled within the timelines set forth in the Illinois School Code, the reverse procedure shall be followed provided he/she is qualified to hold such position. Full-time released employees shall be recalled first before any part-time or new employees are employed.
- B. Any employee released and recalled within the timelines set forth by school code shall not lose his/her seniority or benefits.

### 6.4 Posting of Positions

- A. The District shall post all employee vacancies and newly created positions as the positions become available. The vacancy/position will be held open for at least ten (10) days. If a current employee fills that vacancy/position which creates a new or subsequent opening(s), every effort will be made to notify all current staff. Employees interested shall have forty-eight (48) hours to notify the District of their interest in applying for the position.
- B. Notification of all existing vacancies/positions will be sent to the Union President.
- C. All current employees who apply for a vacancy/position shall be interviewed. Seniority will be strongly considered when qualifications are nearly equal but will not be the determining factor and not subject to the grievance procedure.
- D. Employees applying for any vacancy/position and not appointed shall be notified in writing. If requested, a meeting shall be held with the employee to discuss the reason for not receiving the position.

### 6.5 Involuntary Transfers

When dictated by the needs of the District or when there is a reduction in the number of employee assignments which results in the necessity of transferring an employee, such transfers will be made by written notice after consultation with those involved.

## 6.6 Personnel Files

- A. Official Board File: Only one official Board file shall be kept for each employee. If any other files contain material that relates to the employee in any way, a copy of such material shall be placed in the official Board file.
- B. Right of Access – Every employee shall have access to all materials, with the exception of pre-employment confidential materials, in his/her official file during the regular hours established for the central administration office upon reasonable request.
- C. Right of Privacy – Neither an employee's file nor any of its contents shall be copied or otherwise made known to other persons without the employee's permission, either during or after his/her service in the District; provided, however, that such file shall be available to the Board, the Superintendent, or the designee, and the employee's supervisor to whom he/she is responsible and shall be otherwise disclosed pursuant to law.
- D. Right to Copy –The employee must receive a copy of disciplinary material in a timely fashion and notification (c: Personnel File) prior to that material being placed in the file. The employee shall acknowledge that he/she has read the material by affixing his/her signature on the actual copy to be filed, with the understanding that such a signature merely signifies that he/she read the material to be filed but does not indicate agreement with its content. Every employee shall have the right to be furnished with a copy of any of his/her file materials, with the exception of pre-employment confidential materials, at his/her expense, if requested; however, the employee may not remove any materials.
- E. Right of Addition and Attachment – Every employee shall have the right to request permission to include additional material to his/her official Board file and to attach dissenting or explanatory material to any document or other piece of material in the file. (See 6.1)
- F. Removal of Materials – In the event any file materials are determined to be inaccurate by legal or grievance procedures, such portion of materials will be removed or corrected.

## 6.7 Evaluation

Employees shall be evaluated annually by their immediate supervisor with input from the building principal through a formal evaluation process. The written evaluation shall be given to the employee and discussed with him/her by April 1. The employee shall sign the evaluation at the conclusion of the meeting to signify it was reviewed but does not signify agreement. Copies of the written evaluation shall be given to the employee and placed in the employee's personnel file. An employee may respond in writing within two (2) weeks of the

evaluation conference to the evaluation if he/she desires. The written response will then be attached to the employee's evaluation and placed in his/her personnel file.

## 6.8 Discipline

A. Progressive discipline shall normally occur in the following sequence:

1. Oral reprimand.
2. Written reprimand. A written reprimand shall become a part of the employee's personnel file.
3. Suspension without pay. An employee may be suspended without pay for cause provided that the first two steps in this procedure have not remediated the conduct of the employee or the conduct was so egregious that it warranted moving to suspension without pay immediately. The employee shall have the right to a hearing. The Superintendent or designee shall give written notice of the suspension to the employee along with the reason for the suspension.
4. Discharge. Dismissal for cause shall be in accordance with the Agreement and other relevant statutes.

B. Except as specified herein, discipline shall follow the above steps in order. Exceptions to the above are: theft of district property, violations of the district alcohol and drug abuse policy, gross insubordination, or violation of other relevant school code statutes.

## ARTICLE VII – WORKING CONDITIONS

### 7.1 Work Schedule

- A. During the school year, employees work daily (Monday-Friday) except holidays and earned vacation time. Full-time employees shall have eight (8) hours of work with two (2) fifteen (15) minute break periods and a duty free unpaid meal break for thirty (30) minutes. Part-time employees shall have a minimum of one (1) fifteen (15) minute break for every four (4) hours of work in a day. Breaks shall not be used to extend the meal break unless approved by the principal, supervisor, Superintendent or designee.
- B. The regular hours of full-time and part-time employees shall be determined by the Board. Emergency exceptions to the hours of full-time and part-time employees shall be determined by the supervisor and/or Superintendent.

- C. On school days immediately preceding the Winter and Spring vacation and the last day institute day, employees shall be relieved of duties at least one hour prior to their regularly scheduled time.

Part-time employees shall be relieved of their duties one half hour (30 minutes) prior to their regularly scheduled time.

## 7.2 Summer Schedule

All custodial employees shall work a four (4) day week beginning the second week in June and ending the last week of July. Employees will be paid for forty (40) hours per week. If a decision is made to discontinue the four (4) day work week, the salary schedules and affected employees' pay will be immediately increased by a factor of 24/2080 equaling a 1.15%.

## 7.3 Overtime/Comp Time

Pay – The administration reserves the right to determine, delegate and authorize overtime. Overtime must be preapproved by the employee's immediate Supervisor and/or the Superintendent. Full-time twelve (12) month personnel will receive either overtime pay or compensatory time for any assigned or approved time worked which exceeds forty (40) hours of work performed in any one week (7 days). Compensatory time will be granted and administered on the following basis:

- A. Compensatory time will be awarded at 1½ times the overtime hours worked. Compensatory time must be used within one pay period of when the time was earned or the time will be converted to salary at one and one half times the employee's current rate of pay.
- B. Compensatory times must be used in increments of no less than one (1) hour. Employees must provide three (3) business days advance notice of intent to use compensatory time. The advance notice requirement may be waived at the discretion of the employee's immediate supervisor.
- C. Use of compensatory time may be denied based upon the operational needs of the District.
- D. Rotation Schedule – The District and Union shall maintain a voluntary employee overtime list based upon District seniority. Only employees who choose to be on the list in June and December of each year will be maintained on the list. An employee shall rotate to the bottom of the list when he/she accepts or rejects overtime.

Any employee involuntarily assigned to work the overtime assignment shall maintain his/her spot on the rotating list as if he/she had not received the assignment. Employees who voluntarily accept an overtime opportunity will rotate to the bottom of the overtime list.

Any employee who refuses an overtime assignment or cancels after accepting an overtime assignment shall have his/her name moved on the rotating list as if he/she received the overtime assignment.

- E. Call Back – The employee shall be guaranteed a minimum of one (1) hour when called back to work or called out at a nonscheduled time.
- F. Church Work – Any employee may request to be assigned to church services. Once requested, employees will be placed on a rotating list based on seniority. Administration will develop a calendar of assignments to be distributed at the beginning of the school year. Employees are responsible for finding their own subs and must notify the Director of Buildings and Grounds prior to the shift who that the sub will be.

Employees must receive preapproval from the Director of Buildings and Grounds for any additional time over the scheduled work hours. Employees are guaranteed three (3) hours of pay at one and one half (1 ½) their hourly rate of pay.

#### 7.4 Safety and Training

Employees will follow safety procedures provided by the District. No employee shall be required to work in an unsafe environment or asked to perform duties that would jeopardize his/her safety.

Employees shall be provided training as needed, on, but not limited to, the use of products, equipment, and new/or advanced skills. Employees will be provided training prior to working in a new building.

Employees shall wear closed toed shoes.

### ARTICLE VIII - LEAVES

#### 8.1 Sick Leave

Each full-time employee who has been with the district for 1-19 years shall be entitled to fourteen (14) sick leave days per school year. Each full time employee who has been with the district for twenty (20) years or more shall be entitled to sixteen (16) sick leave days per school year. Sick leave shall be allowed to accumulate up to a maximum of two hundred seventy two (272) days, exclusive of the annual allotment of sick leave.

Employees who are absent from work due to illness for one-half day or less shall be charged with one-half sick leave day. Employees who are absent from work more than one-half day will be charged with one full sick leave day. Sick leave shall be determined to mean personal illness, quarantine at home, or serious illness or death in one's immediate family or household. Pregnancy-related disabilities shall be treated as sick leave. Immediate family shall mean parents, spouse, siblings, children, grandchildren, grandparents, parents-in-law, brothers/sisters-in-law, and legal guardians.

After three (3) days absence for personal illness, or as it may be deemed necessary in other cases, the employee may be required to furnish a physician's certificate of treatment as a basis for pay. If a physician's certificate is required as a basis for pay during leave of less than three (3) days, the Board shall pay for the expenses incurred by the employee.

Part-time employees shall receive sick day pay equivalent to their regular workdays. If a part-time employee becomes employed in a full-time capacity, the earned sick days will be carried over and sick leave days will be prorated for the remainder of the fiscal year.

Employees shall be notified on subsequent paychecks as to the current number of sick leave days they have accumulated.

## 8.2 Uncompensated Sick Leaves of Absence

An employee who becomes ill or physically incapacitated and who has used all allowable sick leave during any fiscal year shall be granted an uncompensated leave of absence in accordance with district policy, FMLA regulations or if disabled shall follow IMRF regulations. Upon return to work, the employee will be required to present a certificate of good health. In case of any disagreement between the employee and the Board as to the necessity of such leave of absence, the Board may require the certificate of a medical doctor of the Board's choice evidencing such disability and the evidence of the doctor shall be final. All accrued medical fees for this examination shall be paid by the Board.

## 8.3 Personal Leave and/or Emergency Leave

Every employee shall be granted three (3) days personal leave at his/her full pay per fiscal year for the purpose of attending to legal, personal business, and moral obligations which cannot be attended to at any other times except during work hours. An employee shall notify his/her supervisor by completing the appropriate personal leave form at least two (2) school days prior to the date of leave whenever possible. In the case of an emergency, the employee must complete the appropriate personal leave form for the leave as soon as possible and in any event, no later than the day he/she returns to duty.

Unused personal and/or emergency leave days as of June 30 each year shall be added to said employees' accrued sick leave. Employees shall be notified regarding personal/emergency leave entitlement on subsequent paychecks.

#### 8.4 Bereavement Leave

An employee shall be granted three (3) days of paid bereavement leave due to a death in the immediate family or household (as defined in 8.1 above) One (1) day of absence will be granted due to the death of a relative not included in the definition of "family" in 8.1. Bereavement leave for special circumstances may be granted by the Superintendent whose decision shall not be subject to grievance under Article X.

#### 8.5 Jury Duty

An employee will be excused at full pay for the purpose of fulfilling jury duty.

#### 8.6 School Conference and Activity Leave

Employees must first use all accrued vacation leave and personal leave except sick leave to attend school conferences or classroom activities related to the employee's child if the conference or activity cannot be scheduled during non-work hours. The employee will be entitled to use eight (8) hours during any school year, no more than four (4) of which may be taken on any given day. Employees who have exhausted all vacation and personal leave may make up the time without overtime considerations.

#### 8.7 Religious Holidays

The Superintendent or designee shall grant an employee's request for time off to observe a religious holiday if the employee gives at least five (5) days prior notice and the absence does not cause an undue hardship.

Employees may use earned vacation time or personal leave to make up the absence, provided such time is consistent with the District's operational needs. A per diem deduction may also be requested by the employee.

#### 8.8 Family Medical Leave Act

A. Nothing herein shall be construed to preclude employees from exercising their rights under the Family Medical Leave Act consistent with the policies adopted by the Board. A minimum of thirty (30) day written notice to the Superintendent is required before a foreseeable FMLA leave is to begin.

B. Family and Medical leave is available in one or more of the following instances:

1. The birth and first-year of a child, provided the leave is completed no later than twelve (12) months after the birth of the child;
  2. The adoption of foster placement of a child, provided the leave is completed no later than twelve (12) months after the placement of the child;
  3. The serious health condition of an employee's spouse, parent, or child; and
  4. The employee's own serious health condition that makes the employee unable to perform the functions of the job.
- C. The total FMLA leave cannot exceed twelve (12) weeks in any twelve (12) month period, as calculated under the rolling forward period measured from the date an employee's first FMLA leave begins. The next twelve (12) month period for such employee would begin the first time the FMLA leave is taken after completion of any previous twelve (12) month period. Any employee qualifying for FMLA leave will be required, when applicable, to concurrently use any accumulated sick leave. Any leave, whether paid or unpaid, taken for an FMLA qualifying reason shall be deducted from an employee's total FMLA leave.

## 8.9 Leaves for Service in the Military and General Assembly

Employees may receive the military and General Assembly leaves that are provided by the law.

## ARTICLE XI – VACATION AND HOLIDAYS

### 9.1 Vacation

- A. Employees shall be eligible for paid vacation days according to the following schedule:

Length of Employment		Maximum Earned Per Year
From.....	To.....	
End of probationary period	End of Year 1	5 Days
Beginning of Year 2	End of Year 9	10 Days
Beginning of Year 10	End of year 15	15 Days
Beginning of Year 16	End of Year 19	20 Days
Beginning of Year 20+*		25 Days



- B. \*Employees hired before July 1, 2003, shall earn up to twenty-five (25) days of vacation. Employees hired after July 1, 2003, shall earn a maximum of twenty (20) days.
- C. Vacation time will not accrue for employees during the ninety (90) calendar day probationary period.
- D. Part-time employees are entitled to vacation days on the same basis as for full-time employees. The pay will be based on the employee's number of part-time hours per week.
- E. Written requests for vacation should be submitted in writing to the Building and Grounds Supervisor. Preference shall be given for up to two (2) weeks of vacation time based upon District seniority within a facility when the request is made by April 1. Notification shall be made within two (2) weeks. Final approval is by the Superintendent or designee.
- F. Requests made after April 1 shall be submitted in writing as stated above, at least one week prior to the start of vacation, except in the case of emergency and shall be approved based on the date the request is received and not seniority.
- G. No more than twenty-five percent (25%) of the employee group will be granted vacation for the same day/time period. No vacations shall be granted the week before school begins and up through, and including, the first full day of school for students. These provisions may be waived by the Superintendent but shall not be grievable.
- H. When a vacation includes a paid holiday, no vacation time shall be used for the holiday.
- I. Vacation days will be allotted according to the following guidelines:
  - 1. The hire date is the effective date on the Board personnel report.
  - 2. The ninety (90) calendar day probationary period starts on the hire date.
  - 3. The first year of vacation allotment of five (5) days will be on the day after the probationary period ends.
  - 4. From the beginning of year 2, established as one day after the first year anniversary from the hire date, through the end of year 9, the employee will receive a vacation allotment of ten (10) vacation days in each of those years.
  - 5. From the beginning of year 10, established as one day after the 9<sup>th</sup> year anniversary from the hire date through the end of year 15, the employee will receive a vacation allotment of fifteen (15) vacation days in each of those years.

6. From the beginning of year 16, established as one day after the 15<sup>th</sup> year anniversary from the hire date through the end of year 20+, the employee will receive a vacation allotment of twenty (20) vacation days in each of those years.
7. Vacation days allotted in one year of service must be used by the end of that year of service, with the exception that five (5) days may roll over.

## 9.2 Holidays

- A. All employees will be paid for but not be required to work on:

New Year's Day	Labor Day
Martin Luther King Jr. Birthday	Columbus Day
Abraham Lincoln's Birthday or Presidents' Day	Day before Thanksgiving
Floating Holiday	Thanksgiving Day
Day after Easter	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
	New Year's Eve Day

- B. If the holiday falls on a Saturday or Sunday, the District shall determine the day to be observed.
- C. In order to be paid for a holiday, an employee must work or be on a paid leave, excluding personal leave, the day before and the day after a scheduled holiday.
- D. If the state, federal government or Board eliminates or mandates a holiday, it will automatically be eliminated or added to this contract.
- E. The District may require employees to work on a holiday during an emergency or for the continued operation and maintenance of facilities or property. The rate of pay shall be at the regular rate or overtime rate, when applicable, plus the regular holiday pay provided to the other employees.

## ARTICLE X – FRINGE BENEFITS

### 10.1 Hospitalization and Major Medical Insurance

- A. Health insurance including major medical coverage (excluding dental) shall be provided by the Board to all full-time employees of the bargaining unit. For employees employed during, or prior to, the 2010-2011 school year, the Board shall pay ninety percent (90%) of the health insurance premium costs, and employees electing health insurance coverage shall pay ten percent (10%) of the premium costs. For employees hired for the 2011-2012 school year and thereafter,

Board shall pay for:

90% employee

90% employee+children

60% employee+spouse

60% family

Employee shall pay for:

10% employee

10% employee+children

40% employee+spouse

40% family

- B. All employees shall be offered Hepatitis B vaccine at the District's expense.
- C. In the event of an employee's death, family coverage, if used, shall continue the remainder of the current month.
- D. The bargaining unit shall have the same insurance provisions as the Channahon certified staff.
1. If the costs of health insurance during any year of this contract increase by more than fifteen percent (15%) over the cost of the prior year, the Board may change to another insurance carrier provided that the same benefits levels are maintained, but does not preclude the Board and the Union from mutually agreeing to modifications in the insurance benefits.
  2. In lieu of receiving health insurance benefits, an employee may elect to participate in a Board-funded health reimbursement arrangement (HRA) established pursuant of Section 105 and 213 (3) of the *Internal Revenue Code*. The Board shall reimburse any employee who elects to participate in an HRA up to \$1,500 annually (January 1 through December 31) for the employee's own qualified medical expenses or the qualified medical expenses of the employee's spouse and/or dependents. To qualify for the reimbursement, the employee must provide proof of coverage under another health insurance plan and must submit appropriate substantiation of all medical expense claims. Reimbursements shall be made in accordance with the district's bill payable procedure. Employees shall not have the option to receive cash instead of

health reimbursement. An employee electing to participate in the HRA option and the Union agrees to indemnify and hold harmless the Board, its members, officers, and agents from any liability, claims, demands, suits, and damages imposed by a court or administrative agency as a direct consequence of the boards' implementation of the HRA and reimbursements paid under this provision.

4. The Board will provide a Section 125 flexible benefits program that will allow employees to pay for their portion of insurance premium, reimbursable health expenses, and dependent care costs on a pre-tax basis. The Board and a Union representative of the custodial unit shall participate on a joint insurance committee. Annually, this insurance committee shall monitor the existing insurance program and review and investigate insurance coverage options that might minimize health insurance costs for the District and its employees. Any recommendation of this committee shall be reduced to writing and submitted to the parties.
5. Both parties acknowledge health care may become a governmental mandate and or option, either statutory or regulatory, which may have an impact on the provision of health care insurance, the nature of such coverage, and on the cost of such coverage. In the event that there is such a mandate or option, the parties agree that the Board shall not be obligated to exceed the contractual coverage as designated herein unless this provision is determined unlawful or a penalty is incurred, at which time, both parties shall negotiate the impact

#### 10.2 Retirement Incentive

- A. Employees who have worked fifteen (15) consecutive years or more in the District and retire in the IMRF system immediately upon leaving the District shall receive a retirement incentive of one thousand dollars (\$1,000) in addition to their salary increase in their final year.
- B. In recognition of the employee's service to the District, a cash payment of \$25.00 per day for each unused accumulated sick day that is not used as experience credit in the Illinois Municipal Retirement Fund shall be paid to the employee upon his/her retirement from the District, provided that the employee has completed fifteen (15) years of service in the District. The maximum cash payment shall not exceed \$1300.00.

#### 10.3 Life Insurance

The Board agrees to furnish to all full-time employees during the period of this contract, term life insurance in the amount thirty thousand dollars (\$30,000). This insurance will also carry the Accidental Death and Dismemberment coverage in the same amount.

## 10.4 Payroll Deductions

Upon receipt of a written request from an employee, the Board will approve a deduction from such employee's regular paychecks; any money designated by the employee for purposes of credit union, tax-sheltered annuity plan, tax-deferred compensation plan, short term disability plan and shall remit the designated amount to the person or company designated by the employee.

It is understood by the parties that in order to obtain approval for such deductions, a minimum of five (5) employees must participate in any plan so approved, subsequent to the effective date of this contract. Further, it is agreed that the Board will not be required to approve more than ten (10) plans in the aggregate.

## 10.5 Mileage Reimbursement

Employees are allowed to claim mileage reimbursement in the performance of their duties when personal automobiles are used. Mileage reimbursement shall be at the rate established by the Internal Revenue Service as of January 1 of the District's then-current fiscal year.

# ARTICLE XI – SALARY AND DIFFERENTIAL PAYMENT

## 11.1 Salary

During the term of this Agreement, employees will be paid in accordance with the following salary percentage increases:

CSD 17	2016-17	2017-18	2018-19	2019-20	2020-21
Pre 1999	3%	3%	CPI-U* 2.5%- 4.0%	CPI-U* 2.5%- 4.0%	CPI-U* 2.5%- 4.0%
Post 1999	4%	4%	CPI-U* 2.5%- 4.0%	CPI-U* 2.5%- 4.0%	CPI-U* 2.5%- 4.0%

\* For the school years 2018-19, 2019-20 and 2020-21, wage increases for all custodial staff will be based on the unadjusted All Urban Consumer Price Index (CPI-U) published by the United States Department of Labor for the 12 months ended December 31<sup>st</sup> of year preceding the wage increase, released on or about January 16<sup>th</sup> of each year, or 2.5%, whichever is higher, not to exceed 4%.

New custodial employees will be hired at \$11.80 per hour. Bus maintenance employees will be hired at \$17.50 per hour.

## 11.2 Pay Periods

Employees shall be paid for twenty six (26) pay periods in twenty six (26) installments in a twelve (12) month period. If there is a three (3) week period between pay periods, employees shall receive notification by February 1 of said year. All employees may authorize the direct deposit of paychecks. The District will, at the time of the direct deposit, issue to each employee a pay statement.

## 11.3 Final Paycheck

An employee who resigns, is terminated, or dismissed due to reduction in force shall receive his/her final paycheck including compensation for earned vacation time at the next scheduled per period.

## 11.4 Employment Information

At the beginning of each fiscal year, each employee shall receive notice of hourly rate paid.

## ARTICLE XII – EFFECT OF AGREEMENT

This Agreement shall be effective as of the date of the last signature entered by the two parties to this Agreement, and shall continue in full force and effect through June 30, 2021. When either party executes written notification to the other party prior to February 15 of the year the contract termination that it wishes to re-negotiate this Agreement, the Board shall meet with the Union no later than March 1 to receive the Union proposal and negotiations will continue in an effort to reach an agreement. This Agreement may be continued by mutual consent. The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties and may be modified only through written mutual consent of the parties.

This Agreement is signed this 30th day of June, 2016  
in witness of:

FOR

The Board of Education  
Channahon Elementary School

District #17

[Signature]  
Board President

6/29/16  
Date

FOR

Channahon Custodian Council

AFT

[Signature]  
Union Representative

7-1-2016  
Date