

2016-2021 AGREEMENT

BETWEEN THE

**BOARD OF EDUCATION,
WOODSTOCK SCHOOL DISTRICT 200**

AND THE

**WOODSTOCK COUNCIL OF CLASSIFIED
EMPLOYEES CUSTODIAL CHAPTER,
LOCAL 1642, IFT/AFT**

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ARTICLE 1 - RECOGNITION OF THE UNION

Section 1 - Recognition

The Board of Education of Woodstock School District No. 200, Woodstock, Illinois, hereinafter referred to as "the Board" or "the District," hereby recognizes the Woodstock Council of Classified Employees, Custodial Chapter, Local 1642, IFT/AFT, hereinafter referred to as "the Union", as the sole and exclusive bargaining representative for the purpose of negotiating wages, hours and terms and conditions of employment for all full-time custodians, groundskeepers, couriers, and maintenance personnel (35 hours or more), regular part-time custodians and maintenance personnel (less than 35 hours), head custodians, day custodians, head grounds, second shift lead custodian, third shift custodians and third shift lead custodian, (hereinafter referred to as "Employees"), excluding the superintendent, associate superintendent for human resources and operations, chief financial officer, building principals, director of building and grounds, short-term employees (120 calendar days or less), all seasonal employees hired solely for summer employment, district student employees, and federally funded positions and other supervisory, managerial or confidential employees as defined by the Illinois Educational Labor Relations Act (IELRA).

Section 2 - Definition of Full-Time and Part-Time Employee

- A. A full-time employee shall be defined as an employee who works thirty-five (35) hours or more per week.
- B. A part-time employee shall be defined as an employee who works less than thirty-five (35) hours per week.

ARTICLE 2 - NO STRIKE AND NO LOCK-OUT

Section 1 - No Strike/Job Action

During the term of this Agreement and any written mutual agreement for the specific extension thereof, no employee covered by this Agreement nor the Union nor any person acting on behalf of the Union shall engage in a strike, mass sick call, concerted slow down, any other concerted refusal to render full and complete services to the Board or any other concerted activity designed to disrupt the operation of the District. The Union shall not impose any duty or obligation upon any employee to conduct, assist or participate in the aforementioned activities.

Section 2 - No Lock-Out

No lock-out of employees shall be instituted by the Board during the term of this Agreement.

ARTICLE 3- MANAGEMENT RIGHTS

It is expressly understood and agreed that all management functions, rights, powers or authority of the District and the Board are retained by the Board, provided, however, that no such rights shall be exercised as to violate any of the provisions of this Agreement.

ARTICLE 4 - UNION RIGHTS AND RESPONSIBILITIES

Section 1 - Freedom of Union Membership

Employees shall be free to join or not join the Union without interference or penalty.

Section 2 - Use of Buildings

The Union shall have the right to use school buildings for meetings for the purpose of conducting Union business provided:

- A. A Union request is made to the Superintendent or designee at least one (1) business day in advance of the meeting and such is approved by the Superintendent or designee.
- B. Such meeting space is available.
- C. Such meeting neither interferes with the educational programs of the District, nor conflicts with school events or employee assignments.
- D. The Union promptly reimburses the Board for any damage, reasonable maintenance cost and any other expense incurred by the District as a result of the meeting.
- E. At least sixty percent (60%) of those attending a meeting of ten (10) or more persons shall be members of the bargaining unit.

Section 3 - District Directory

The names of Union officers and building representatives shall be listed in the District 200 Directory. The Directory will be published on the District 200 website and available for access by all district employees. Employees with unlisted telephone numbers who do not wish to have their telephone numbers listed in the directory, shall so notify the Human Resources Administrative Assistant in writing within the first seven (7) days of the school year.

Section 4 - Copy of Agreement

The District shall provide each employee with a copy of this Agreement and any changes or amendments.

Section 5 - Mailboxes, Inter-School Mail and Bulletins

The Union shall have the right to communicate with its members by means of employee mailboxes, inter-school mail and a designated bulletin board in the employees' lounge for announcements of the Union (to the extent such are available) provided:

- A. Such announcements do not involve endorsements of political candidates (excluding routinely published Union newsletters); and
- B. All such announcements shall be identified as Union material. The Union President shall be the authorizing official and shall notify the Board of any changes in such authorization.

Section 6 - Union Dues Deductions

The Board shall deduct from the pay of each employee, who has provided written authorization to do so, current membership dues of the Union, provided that such deductions shall not vary in amount from paycheck to paycheck during any single school term. Deductions shall commence the first payroll period of the month following notification. If the Board is unable to make the initial deduction on the first pay day of such month, the sole remedy shall be a lump sum deduction made on the second pay day of the month. Termination of employment for any reason shall constitute revocation of authorization for dues deduction. Any other revocation of authorization for dues deduction shall be made in accordance with the terms set forth in the authorization currently in use. All dues deducted by the Board shall be remitted to the Union no later than ten (10) calendar days after such deductions are made provided the Union shall, in accepting such dues, agree to hold harmless the Board for all actions pursuant to this Section, provided that the Board shall comply therewith.

Section 7 - List of Employees

Upon written request, the Union shall be supplied with a list of all bargaining unit employees no later than six (6) weeks after the start of each school year. Such list shall include each employee's home address and telephone number, if available. Upon request and at a convenient time, the Union shall also have the right to examine from time to time the address file of the District for updating its own list of employees. The names, addresses, telephone numbers and rate of pay of new employees shall be given to the Union President or designee within five (5) business days following Board action.

Section 8 - Labor Management Meetings

The Union President or designee shall have the right to meet monthly with the Superintendent or designee to discuss this Agreement or other matters of Union concern. Union building representatives shall have the right to meet weekly if necessary with building principals to discuss any possible changes in working conditions of employees, implementation of this Agreement and other matters of Union concern. Any agreements reached at such meetings shall

be consistent with the terms of this Agreement, unless the Union and Board mutually agree otherwise.

Section 9 - Availability of Financial Data

Upon written request, the Union shall be supplied public information concerning the financial position of the District, including, when prepared, a copy of the current annual audit report, monthly financial statements and the tentative and final budgets. The Union shall also have the right to make appointments to examine the financial records of the District at reasonable times and in the company of the Superintendent or designee.

Section 10 - Fair Share

All employees who are not members of the Union, commencing on the effective date of this Agreement, or thirty (30) days after their initial employment, whichever is later, and continuing during the term of this Agreement, and so long as they remain non-members of the Union, shall pay to the Union each month their fair share of the costs of the services rendered by the Union that are chargeable to non-members under state and federal law.

Such fair share payment by non-members shall be deducted by the Board from the earnings of the non-member employees and remitted to the Union provided, however, that:

1. The Union has posted the appropriate notices of imposition of such fair share fee in accordance with the rules and regulations of the Illinois Educational Labor Relations Board (IELRB); and
2. The Union has annually certified in writing to the Board (a) the amount of such fair share fee and (b) the fact that the notice required in (1) above has been posted.

The Board shall cooperate with the Union to ascertain the names of all non-members of the Union from whose earnings the fair share payments shall be deducted.

The Union shall prepare a notice containing the fair share fee information as required by the rules and regulations of the IELRB, advising that any non-members may file an objection to the fee with the IELRB (with a copy served on the Union) at any time before the expiration of this Agreement, in accordance with the rules and regulations of the IELRB. The parties recognize the right of employees to object to the amount of the fair share fee and that such objections will be handled under rules and regulations now in effect or adopted later by the IELRB.

Should an employee file an objection with the IELRB as to the amount of the fair share fee, the Board shall continue to deduct the fee and transmit the portion of the fee in dispute to the IELRB, which shall hold that amount in escrow in an account established for that purpose.

The Board shall continue to transmit all such amounts 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 the action pursuant to applicable IELRB procedures.

The parties recognize 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 Illinois Educational Labor Relations Act (IELRA). If a non-member employee asserts the right of non-association under Section 11 of the IELRA he/she shall be required to pay an amount equal to his/her proportionate share to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the employee and the Union do not agree on the matter, a charitable organization shall be selected from a list established by the IELRB under its rules.

The Union shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims demands, actions, complaints, suits, or other forms of liability that shall arise out of or by reason of action taken by the Board for the purposes of complying with the above provisions of this Section, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

ARTICLE 5 - SENIORITY

Section 1 - Seniority Defined

Seniority shall be defined as the length of continuous service as an employee in a position or positions covered by this Agreement. The effective date of hire shall be defined as the first day on the job for which the employee is compensated at his/her regular rate of pay. An employee who works less than twenty-five (25) hours per week shall receive credit for one-half (1/2) of a year of service.

Section 2 - Resolving Identical Seniority

- A. If total years of continuous service referred to in Section 1 are equal between two (2) or more employees, then seniority shall be determined by total service with the District in any capacity.
- B. If total years of service referred to above are equal between two (2) or more employees, then seniority shall be determined by lot witnessed by the Union President and the administration.

Section 3 - Continuous Service Interruption

Continuous service shall be interrupted by resignation, retirement or termination.

Section 4 - Seniority Accrual

Seniority shall not accrue during any unpaid approved leave of absence of thirty (30) consecutive employment days or more, excluding any job related disability/injury. Employees who are

transferred to District positions outside of the bargaining unit and who are later transferred back to the bargaining unit shall have their seniority computed on the basis of the period of time previously worked in positions covered by this Agreement.

Section 5 - Seniority Lists

The Board shall furnish the Union with annual seniority lists by November 1 and such lists shall show the names of employees in order of their district seniority. The lists shall be posted in each building for twenty (20) days during which time an employee may object to the computation of his/her seniority. After expiration of the posting period, the seniority lists shall be considered final as of that date and for all prior years. The Union president shall be notified of any revision in the original lists.

Section 6 - Effect of Seniority

If there are layoffs or decreases in the number of employees covered by this Agreement, the least senior employee(s) shall be laid off first.

The Board shall consider seniority in its decisions relative to transfer, promotion and vacancies. Seniority shall be one of a number of job-related criteria considered including, but not limited to, qualifications, skills and evaluation.

Section 7 - Reduction-In-Force and Recall Rights

Any employee dismissed as the result of the decision of the Board to reduce the number of staff or to discontinue some particular type of educational support staff service shall be given written notice by mail and also provided written notice either by certified mail, return receipt requested, or personal delivery at least thirty (30) days before the date the employee is dismissed, together with a statement of honorable dismissal and the reason therefor. Employees receiving written notice of dismissal for reduction in force in a position covered by this Agreement, shall have a right of recall if a vacancy or a newly created position occurs within the bargaining unit for which such employees are qualified to perform, within one (1) calendar year from the beginning of the following school term. Recall shall be in inverse order of reduction in force. To be eligible for recall, the honorably dismissed employee must provide the Board, in writing, prior to the last day of the school term of dismissal, with the address where the employee may be reached. The employee must notify the Board in writing, within fourteen (14) calendar days of mailing or within seven (7) calendar days of receipt of the offer, whichever shall first occur, of the acceptance or rejection of any vacant position offered to the employee during the recall period to remain eligible for recall. Any employee who fails to notify the Board of his/her acceptance or rejection of a tendered position within the time lines set forth above shall be deemed to have waived his/her recall rights and shall no longer be eligible for any other vacant positions that become available within the recall time period. Any recalled employee shall retain his/her accrued seniority: however, any period after the honorable dismissal during which the employee did not work shall not be counted towards seniority.

As bargaining unit positions become available in the year following a RIF and for as long as members remain on the recall list, positions will be posted internally first. Following that process, if an available position remains vacant, individuals will be recalled in order of the most senior qualified RIF employee to least senior qualified RIF employee.

No bargaining unit positions will be posted externally until all qualified members on the recall list have been contacted and/or recalled.

Section 8 – Rehired Employees

Any former employee, with at least one (1) year of past continuous service, who is rehired by the District within six (6) months of the last date of employment, shall be reinstated with only a one (1) year reduction in seniority. The District shall restore the vacation benefits of such a rehired employee; however, the number of days of vacation eligibility shall be based on the adjusted seniority date. No other fringe benefits provided under this Agreement shall be restored, including, but not limited to, longevity pay, accumulated sick leave, etc. This provision shall only apply to those employees who were rehired by the District on or after December 27, 2001.

ARTICLE 6 - PERSONNEL FILE

Section 1 - Personnel Files

Only one official personnel file shall be maintained by the Board which shall be the property of the Board. However, all documents, communications and records dealing with the processing of grievances and Immigration Form I-9 shall be filed separately from the personnel file of the employee.

Section 2 - Right of Access

Upon written request, each employee shall have access, for examination purposes, to all of the material in his/her personnel file, excluding confidential records as defined by the *Personnel Records Review Act*, 820 ILCS 40/1 *et. seq.* The examination of the personnel file shall occur during regular business hours, and during a time when the employee is not otherwise assigned and in a manner which shall not interfere with the operation of the personnel office or of the District. Such examination shall be in the presence of a designated employee of the Board. This Section shall not be applicable to any evaluative or reference information received by the Board prior to the employee's first employment day with the District.

Section 3 - Placement of Material in File

Any evaluative or disciplinary material placed in the file shall be signed and dated by the administrator, and acknowledged by the employee, with a copy of such material to be given to the employee.

Section 4 - Right of Copy

Each employee shall have the right to be furnished, at his/her expense, with copies of any or all file material, exclusive of confidential material named in Section 2, within two (2) work days after the employee requests such material.

Section 5 - Right of Attachment

Each employee shall have the right to have dissenting or explanatory material attached to any document on file with a note to "See attached material" on the original document, provided such shall be filed within thirty (30) calendar days of the date the employee is notified that the original document was placed in his/her file. The attachment and notation shall be the responsibility of the employee subject to Sections 6.3 and 6.6.

Section 6 - Removal of Material from the File

No employee or administrator shall remove any material from the Board's official file of the employee, except by mutual consent.

Section 7 - Privacy of Materials in File

Neither an employee's file nor any of its contents shall be copied or otherwise made known to anyone without the permission of the employee, provided, however, such file shall be available to the Board and its agents, appropriate administrators or as may be required by law, any court or other hearing.

ARTICLE 7 - JOB DESCRIPTION PROCEDURES/EVALUATION PROCEDURES

Section 1 - Job Description

The Superintendent or his designee shall develop a job description for each position covered by this Agreement. The Superintendent or designee, the employee's immediate supervisor and the Union President shall review the job descriptions for content from time to time. The Superintendent or his designee shall provide each employee with a copy of his/her job description and all amendments. Upon the written request of the employee, the employee's immediate supervisor shall meet with the employee annually to review the employee's job description. When a job description is changed to require a new skill or technological knowledge which the incumbent does not possess, the incumbent shall be offered the first opportunity to gain the necessary training at the Board's expense not to exceed two hundred fifty dollars (\$250.00) per fiscal year, provided the incumbent shall be provided only one such opportunity to acquire said new skill or technology within a reasonable period of time. This provision shall not apply to elimination of positions or combined positions.

Section 2 - Evaluation Schedule and Conference

The employee's immediate supervisor shall evaluate him/her in writing at least once per year by no later than March 1st, provided, however, that additional evaluations may be performed after March 1st. Within seven (7) calendar days following the evaluation, the evaluator shall have a meeting with the employee to discuss the evaluation. The evaluation of the employee's performance shall be based on the employee's job description and other standards and criteria which have been established by the employer and made known to the employee prior to the evaluation.

Section 3 - Evaluation Receipt and Signature

The evaluator shall furnish the employee with a copy of the written evaluation. Both the evaluator and the employee shall date and sign all copies of the written evaluation. The signature of the employee shall not indicate agreement with the written evaluation, but rather shall indicate that the conference and discussion have been held and that the employee is in receipt of a copy of the written evaluation.

Section 4 - Evaluation Rebuttal

If the employee feels his/her formal written evaluation is incomplete, inaccurate or unjust, the employee may put his/her objections in writing within thirty (30) days after receipt of said evaluation. Both the employee and evaluator shall date and sign all copies of the written objection. The signature of the evaluator shall not indicate agreement with the written objection, but rather shall indicate that the evaluator is in receipt of a copy of the written objection. A copy of the written objection shall be attached to the written evaluation.

Section 5 - Personnel File Copy

A copy of all formal written evaluations and any attached written objections shall be placed in the employee's official personnel file.

ARTICLE 8 - GRIEVANCE PROCEDURE

Section 1 - Definition

Any claim by the Union or an employee that there has been a violation, misinterpretation or misapplication of the terms of this Agreement shall be a grievance.

Section 2 - Grievance Process

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 Union, a grievance may be processed as follows:

Step 1 - Supervisor Level: The employee and/or the Union may present the grievance in writing to the immediately involved supervisor. The grievance shall set forth the facts in the grievance, the section or sections in the Agreement allegedly violated and the remedy requested. Such grievance shall be submitted within twenty (20) days of the occurrence of the grievance or within twenty (20) days of when such occurrence should reasonably have become known. The supervisor shall arrange for a meeting to take place within ten (10) days after receipt of the grievance. Within ten (10) days after completion of the conference, the immediate supervisor shall give his/her decision to the grievant/Union in writing.

Step 2 - Superintendent Level: If the grievance is not resolved at Step 1, the employee and/or the Union may refer the grievance in writing to the Superintendent or designee within ten (10) days after receipt of the Step 1 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 after completion of the conference, the Superintendent shall give his/her decision to the grievant/Union in writing.

Step 3 - Arbitration: If the Union is not satisfied with the disposition of the grievance at Step 2, the Union may submit the grievance to binding arbitration. The American Arbitration Association (AAA) shall act as administrator of the proceedings. If the written demand for arbitration is not filed within twenty (20) days of the date of the Step 2 answer, then the grievance shall be deemed withdrawn.

Section 3 - General Provisions

- A. In all steps of the grievance procedure, if the Board requires such steps to be held during the working hours of the grievant and/or the grievant's representative, such employees shall be excused with pay for that purpose. If the Board requires an employee to attend an arbitration as a witness, he/she shall be excused without loss of pay or leave for that purpose. An arbitration hearing shall not be held during the working hours of Union witnesses without the mutual agreement of the Board and the Union.
- B. If a grievance arises from the action of an authority higher than the immediate supervisor, the Union may present such a grievance at the appropriate steps of the grievance procedure with the approval of the appropriate authority.
- C. An employee who participates in the grievance procedure shall not be subject to disciplinary action or reprisal by the Board or Union because of such participation.
- D. The employee and his/her Union representative have the right to be present at all steps of the grievance process.
- E. At the request of the grievant or his/her Union representative, the Board shall provide copies of all documents submitted by the Board at Steps 1 and 2 of the grievance procedure upon receipt of the cost of producing the documents.

- F. The failure of the grievant or the Union 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.
- G. In any instance where the Union is not representing the grievant, the administrator or supervisor receiving the grievance or making the decision shall notify the Union in writing of all meetings, of any hearing and of the resolution of the grievance at any level. However, in no event shall the grievance be resolved in a manner inconsistent with the terms of this Agreement unless with the approval of the Union.
- H. The term "days" as used herein shall mean days in which school is scheduled to be in session. When school is not in session, the term "days" shall mean workdays.
- I. All time limits may be extended by mutual agreement between the parties.
- J. A grievance may be withdrawn in writing by the union at any level without establishing precedent and, if withdrawn, shall be treated as though never having been filed.

Section 4 - Scope of Arbitration

The arbitrator shall act in a judicial not a legislative capacity and shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue submitted to him/her in writing and shall base the decision upon his/her interpretation of the meaning or the application of the terms of this Agreement. In the event the arbitrator finds a violation of the terms of this Agreement, he or she shall fashion an appropriate remedy. The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way from the Agreement. The arbitrator shall submit in writing his or her decision within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The arbitrator's decision shall be based solely upon his or her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

Section 5 - Cost of Arbitration

Each party shall bear the full cost of its representation. The cost of the arbitrator and AAA shall be divided equally between the parties. The Board shall retain a certified shorthand reporter to prepare an official transcript of the proceedings. The cost of such services shall be borne equally between the Board and the Union. If either party requests a transcript of the proceedings, that party shall bear the full cost of the transcript. If both parties order a transcript, the cost of the transcript shall be divided equally between the Board and the Union. If the arbitrator requests a copy of the transcript, the cost shall be divided equally between the Board and the Union.

Section 6 – Location of Arbitration

All arbitration hearings shall be held at a location situated within the boundaries of the Woodstock Community School District No. 200, unless the parties mutually agree to hold a hearing elsewhere.

ARTICLE 9 - DISCIPLINARY ACTION

Section 1 - Disciplinary Notice

No employee covered by this Agreement and employed by the District for more than thirty (30) consecutive workdays shall be disciplined, including but not limited to reprimand, suspension with or without pay, withholding compensation or discharge without:

- A. Notice of the reasons; and
- B. The right to a Union representative at the employee disciplinary conference.

This Section is not meant to prevent the Board from taking immediate action for unusual or severe circumstances nor shall this provision pertain to evaluation conferences unless the employee has received an unsatisfactory evaluation and the Board has decided to discipline the employee at that conference.

Section 2 - Disciplinary Appearance

When an employee is required to appear before the Administration and/or the Board regarding the discipline or dismissal of an employee the employee shall be given advance written notice and be entitled to have a representative of the Union present.

Section 3 - Disciplinary Procedure

Any disciplinary action shall be progressive and corrective unless the cause for discipline is so serious as to require immediate dismissal.

Section 4 - Failure to Report

Regardless of the length of continuous employment in District, any employee who fails to report to work for three (3) consecutive work days and also fails to notify the District that he/she will be absent, by telephoning his/her supervisor, or any other individual designated by the employer to receive reports of absence, shall be considered to have resigned from employment with the District unless the employee can demonstrate that he/she was unable to call due to total incapacitation (*e.g.*, coma, amnesia, etc.). Any employee who has been granted a leave of absence under Article XI shall be exempt from this section. Notwithstanding the preceding exemption, any employee granted a leave of absence under Article XI shall be required to provide his/her supervisor with the expected date of return to work at the beginning of his/her

leave and shall also be required to provide prompt notification to his/her supervisor if unable to return on the expected date.

ARTICLE 10 - VACANCIES

Section 1 - Posting of Vacancies

If a vacancy occurs as a result of a resignation, termination, promotion or new position, such vacancy shall be dated and posted in the faculty lounge and on a bulletin board near the mailboxes in each building in the District for at least five (5) working days. Each vacancy notice shall contain a job description, the qualifications needed for the job, and the hourly rate of pay. Notices of vacancies shall include the building where the vacancy occurred and a designated location for receipt of applications. Notices of vacancies which occur during the summer shall be sent to employees, who are not employed during the summer and who request such information in writing, by mail to the employee's last known address unless the employee gives the District written notice of another address. Vacancies that occur during the summer will also be sent via facsimile transmission to the facsimile machine located in each building's office. The Union president shall receive a copy of all vacancy notices. The Union president shall be notified when vacancies have been filled and shall be given the name, address and telephone number of the new employee.

Section 2 - Application Process

Employees may apply for a vacancy by submitting a written application to the person named on the posting or the Human Resources Department in accordance with the time lines established in the posted notice. Employees who are unsuccessful applicants shall be so notified immediately following the acceptance of the job by the successful applicant.

Section 3 - Assignment

Each employee shall be notified in writing of his/her assignment for the following year at least one (1) week prior to the last day of school. Such notice shall also include the employee's starting date, the number of hours the employee shall work each day, the number of days the employee shall work, the rate of pay the employee shall be paid, the building in which the employee shall work and a copy of the school calendar. This Section shall be subject to Section 4 of this Article.

Section 4 - Reassignment

Employees who are reassigned shall be given notice of such change within a reasonable time period prior to the effective date of the change. The Union shall be given prior notice of any reassignment. An employee shall be granted a conference with his/her supervisor to discuss the reassignment if the affected employee requests it within five (5) days of the notification.

ARTICLE 11 - LEAVES

Section 1 - Sick Leave

- A. Each employee shall be entitled to sick leave as follows:
 - 9-month employee.....12 days annually
 - 10-month employee.....13 days annually
 - 11-month employee.....14 days annually
 - 12-month employee.....15 days annually

- B. Sick leave in the initial year of employment shall be prorated in accordance with the portion of the year remaining until the end of that school year (June 30).

- C. Sick leave shall be interpreted to mean personal illness, serious illness or death in the immediate family or household. The immediate family or household for purposes of this Article shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parent-in-law, brothers-in-law, sisters-in-law, legal guardians and children-in-law.

- D. Unused sick leave shall accumulate without limit.

- E. Before the start of the school year, each employee shall be notified of the total number of sick days accumulated. Such notice shall not be construed to preclude the Board from modifying said notice in the event of an error in computation.

- F. Perfect Attendance Bonus
A perfect attendance bonus of \$150 per work year shall be paid to employees provided the following:
 - no absences from work regardless of reasons (except vacation and union leave.)
 - continuous employment with the District for the applicable full work year.
 - absences due to Bereavement Leave as defined in Section 3 of this Article, Jury Duty, or Military Leave, shall not count as absences for the purpose of the Perfect Attendance Bonus.

If an employee is eligible for the Perfect Attendance Bonus during their final two (2) years of employment with the district, and they concurrently elect the Service Recognition Bonus for either or both of their final two (2) years of employment with the district as defined in Article 17 Section 16, such payment (including the Attendance Bonus) shall be made after the conclusion of the first calendar month following the month in which the employee’s employment was terminated such that the payment will not constitute IMRF earnings (e.g. for an employee terminating employment on June 30, 2013, payment shall be paid on the first regularly scheduled payroll in August 2013).

Section 2 - Personal Leave

A full-time (35 hours or more) employee may request three (3) personal leave days per year and employees working between twenty-five (25) and thirty-four (34) hours per week may request two (2) personal leave days per year subject to approval of the Superintendent or designee. Employees working less than twenty-five (25) hours per week may request one (1) personal leave day per year subject to the approval of the Superintendent or designee. Personal leave shall not be used on the first five (5) student attendance days of the school term. Employees shall make a good faith effort to avoid the use of personal leave during the last five (5) student attendance days of the school year except for the occurrence of unusual personal circumstances which will be reviewed on a case-by-case basis. Such leave is for transacting business, which can only be done during the employee's working hours. Such request must be submitted to the Superintendent or designee forty-eight (48) hours in advance of the effective date, absent exceptional circumstances. Unused personal business days are added to the employee's available sick leave on July 1.

Section 3 - Bereavement Leave

Each employee shall be entitled to three (3) bereavement leave days with full pay for death in the immediate family or household as defined in Section 1 above. Such leave shall be non-cumulative from year to year. The employee taking such leave shall notify his/her principal as soon as is feasible of his/her intention to take such leave. Any additional days shall be deducted from the employee's cumulative sick leave. For a death that occurs to a relative not defined in Section 1 of this Article or to a friend, each employee shall be entitled to bereavement leave with full pay for two (2) days. Such latter bereavement leave shall be limited to one (1) non-cumulative occurrence per year.

Section 4 - Jury Duty

Any employee required to serve jury duty during his/her work hours shall continue to receive regular daily compensation for such hours provided any other compensation for such jury duty (excluding travel and meal allowance) shall be endorsed and remitted to the business office. Third shift employees shall not be required to report to work for their regular shift preceding their first day of jury duty. Third shift employees will be required to work ½ of their regular shift after serving their final day of jury duty.

Section 5 - Leaves of Absence

Leaves of absence without pay may be granted to any employee in the District by the Board at its discretion and under the terms determined solely by the Board. Each leave request shall be considered on its individual merit and the granting or denying of such request shall be without precedential effect. The employee shall be given an opportunity to continue insurance coverage in the District's insurance program during a Board approved leave of absence but shall be required to pay all premiums connected with this coverage. All premiums must be paid in advance of the month due. In the event that an employee who is granted a leave of absence under

Section 11.5 is also eligible for leave pursuant to the Family and Medical Leave Act (“FMLA”), the rules and regulations governing FMLA leaves shall apply.

When possible, an Employee’s request for a leave of absence shall be submitted thirty (30) days in advance of the first day of the requested leave.

Section 6 - Union Leave

The Union shall be entitled to five (5) work days of Union leave per year without loss of salary or other leave days, to send a representative to local, state or national conferences, conventions or workshops, provided that the Union President notifies the Superintendent four (4) days prior to the absence and that the Union reimburses the District for the cost of substitutes if they are hired. Unused Union leave shall not accumulate from year to year. The Union President shall be granted two (2) hours of released time per month without loss of pay to meet with members of the bargaining unit provided such meetings do not interfere with the bargaining unit member's regularly scheduled work time. Two (2) additional hours per month may be used for such meetings provided the Union reimburses the Board based upon the hourly rate of pay of the Union President.

Section 7 - Inclement Weather Leave

An employee required to work when said employee's school is closed due to inclement weather shall not suffer a loss in pay for tardiness of one hour or less. Any employee arriving after the first hour shall suffer a prorated deduction in pay for each half hour of tardiness unless such employee makes up the missed time on a day(s) mutually agreed to by the employee and his/her immediate supervisor. Any employee who was not notified of the closing of school before arriving at work shall be entitled to two (2) hours of show-up pay, provided that such hours will not be treated as “hours worked” and shall not entitle the employee to overtime pay. Except for head custodians (or any custodian substituting in the head custodian’s absence), twelve (12) month employees who are unable to report to work on a day on which school is closed due to inclement weather may opt to use a vacation or personal day and shall not be subject to the advance notice requirement of Article XIV, Section 1 or Article XI, Section 2.

All employees shall be required to report to work on any day on which school is closed due to inclement weather. After reporting to work, all employees shall be required to work a minimum of four (4) hours. After completing the required minimum work hours, the employee shall be free to end his or her work day, provided that there are no emergency conditions at the employee’s assigned work location that require his or her presence.

ARTICLE 12 - GENERAL WORKING CONDITIONS

Section 1 - Lockers

Each employee shall be assigned a locker for personal belongings.

Section 2 - Substitutes

The District shall make every effort to establish a list of substitute custodians. Co-curricular services shall be offered to bargaining unit employees first unless time factors shall not permit. The District shall offer scheduled overtime work (i.e., weekends or holidays), if any, to qualified full-time employees, who shall have the opportunity to accept such work.

Section 3 - Maintenance In-Service

All custodians/maintenance personnel shall receive in-service training.

Section 4 - Interaction with Students

Any employee who has allegedly been the subject of gross disobedience or misconduct by a student shall report such incident to his or her immediate supervisor. The supervisor shall promptly investigate the matter and notify the employee of his or her recommendation. If the employee feels that the action is not appropriate, the employee may appeal such decision to the superintendent. The superintendent's decision shall be final.

Section 5 – Courtesy in Relationships

The basis of professional relationships between employees and administrators shall be one of common courtesy and mutual respect at all times.

ARTICLE 13 - OVERTIME

Section 1 - Overtime Hours

Overtime shall be work performed by an employee which is in excess of forty (40) hours in one (1) week. Employees shall not be required to alter their normally scheduled hours of work without their consent in order to require use of compensatory time in lieu of overtime pay. This Article shall not preclude changing an employee's regular workweek, subject to Section 15.2.

Section 2 - Overtime Rate

Overtime shall be compensated at one and one-half (1 1/2) times the employee's hourly rate.

Section 3 - Weekends

The overtime rate of one-and one-half (1 1/2) times the employee's hourly rate shall also apply to work performed on Saturdays and Sundays by full-time employees whose regular work week is Monday through Friday.

Section 4 - Minimum Hours

An employee who is required to work on his/her regular day off or is called back to work after his/her regular work day has ended shall be guaranteed a minimum of two (2) hours of work, exclusive of building checks and security calls. This provision shall not apply to extended workdays. Building checks shall be performed two (2) times per day between December 15th and March 1st, provided that this shall not preclude the District from requiring building checks at any other time of the year. Building checks shall be a minimum of one (1) hour.

ARTICLE 14 - VACATION AND HOLIDAYS

Section 1 - Vacations

Employees serving full-time or part-time in twelve-month positions are entitled to paid vacation benefits as follows:

One (1) year to five (5) years completed on the anniversary of the employee's date of hire
- ten (10) vacation days;

Six (6) years to ten (10) years completed on the anniversary of the employee's date of hire
- fifteen (15) vacation days;

Eleven (11) years to fifteen (15) years completed on the anniversary of the employee's date of hire - twenty (20) vacation days;

Sixteen (16) years or more completed on the anniversary of the employee's date of hire - twenty-five (25) vacation days.

All vacation shall be approved in advance by the Director of Buildings and Grounds and the building principal or designee where the employee is assigned. Vacation time shall be used within one (1) year of the time earned. Employees should take vacations during the summer months. However, if an employee wishes to take a vacation during Christmas recess, spring break or during the school year, the Building Principal or designee and the Director of Buildings and Grounds must approve the request and there must be sufficient district personnel to carry out the duties of the employees on vacation as determined by the Building Principal or designee and the Director of Buildings and Grounds.

There shall be no more than one (1) week of shutdown time during the work year as designated by the District during which use of available vacation time may be required unless the parties mutually agree to additional shutdown time.

An employee, who terminates his/her employment or retires prior to the anniversary of his/her date of hire, shall earn vacation time on a prorated basis for that fraction of the year which the employee works. Such employee shall be granted full pay for earned and unused vacation time.

Vacation time taken but not earned at the time of termination or retirement shall be deducted from the employee's final paycheck.

The carrying over of vacation days from one work year to the next, shall be limited to carrying over a maximum of one year's allocation of vacation days.

Section 2 - Holidays

- A. All full-time twelve-month employees shall be entitled to the following paid holidays provided they fall within a five (5) day work week.

Independence Day	New Year's Eve (1/2 day)
Labor Day	New Year's Day
Columbus Day	Martin Luther King's Birthday
Veterans' Day	Lincoln's Birthday
Thanksgiving Day & day after	Casimir Pulaski Day*
Christmas Eve Day	Good Friday
Christmas Day	Memorial Day

* During any year in which the District requests and receives a waiver from the Illinois State Board of Education to hold classes on Casimir Pulaski Day, said day shall not be considered a holiday. In such an event, each full-time regular employee will be granted a "floating holiday", with a date to be designated by the Superintendent or designee.

- B. All full-time employees not employed on a twelve-month basis shall be entitled to the paid holidays identified in (A), with the exception of Christmas Eve and New Year's Eve, if the holiday falls within the time period for which the employee is employed.

- C. Part-time employees working at least twenty-five (25) hours per week shall be entitled to the following paid holidays, if the holiday falls within the time period for which the employee is employed:

Veterans' Day	New Year's Day
Thanksgiving Day	Good Friday
Christmas Day	Memorial Day or Labor Day

- D. Any employee who is required to work on a holiday shall receive holiday pay plus one and one-half (1 1/2) times the employee's regular rate for hours worked.

- E. If the holiday falls on the weekend, an alternate holiday shall be set by the Superintendent. Saturday employees will be notified of their alternate holiday dates at the beginning of the fiscal year.

- F. If an official act by the legislature adds/deletes a holiday for the custodial and maintenance employees of the District, the holiday shall be added/deleted from the

holidays contained in this Article. Notwithstanding the foregoing, full-time employees and part-time employees working at least twenty-five (25) hours per week, shall not be required to work on Good Friday, unless there is regular student attendance on that day and shall be entitled to Good Friday as a paid holiday.

- H. Part-time employees working at least twenty (20) hours per week, but less than twenty-five hours per week, shall be entitled to the following paid holidays, if the holiday falls within the time period for which the employee is employed:

- Thanksgiving Day
- Christmas Day
- New Year's Day

ARTICLE 15 - WORK DAY/WORK WEEK/WORK YEAR

Section 1 - Work Day/Lunch/Rest Periods

Except for full-time night shift employees hired prior to December 27, 2001, whose work day shall be eight (8) hours, including lunch, each full-time employee's work day shall be eight (8) hours, excluding lunch. Full-time night shift employees hired after December 27, 2001 shall be entitled to an additional twenty-five cent (\$0.25) per hour shift differential for the hours spent working on the third shift. The work day for part-time employees shall be set by the Board.

- A. Each full-time employee shall be entitled to a one-half (1/2) hour duty-free lunch period. This lunch period shall be uninterrupted absent exceptional circumstances.
- B. Any employee who works four (4) or more hours consecutively on any work day shall receive one (1) fifteen (15) minute rest period for each of such four (4) hour work periods, workload permitting.

Section 2 - Work Week

All employees hired prior to July 1, 1987 shall not be required (but may volunteer) to work an alternate work week other than Monday through Friday. Employees hired on or after July 1, 1987, may be required.

Section 3 - Work Year

The work year for all full-time employees shall be defined as a minimum of nine (9) months.

Section 4 - Summer Break / Spring Break / Winter Break Work Schedule

After consultation with the custodial staff and the respective building principals, the director of buildings and grounds shall set the work day/week for the respective buildings during the summer or spring break, holidays of any day(s) which students are not in attendance. Part-time

employees shall be eligible to perform additional non-overtime work for which they are qualified, provided that the additional hours shall not be considered for purposes of determining eligibility for insurance benefits.

Section 5 - Temporary Head Custodian/ Head Maintenance/Head Grounds

Any employee who is assigned the duties of temporary head custodian, temporary head maintenance or temporary head of grounds by the Superintendent, or designee in the absence of the head custodian, head maintenance or head of grounds shall receive either an additional ten percent (10%) of their current wage per hour during the hours so assigned or five percent (5%) less than the hourly rate of the lowest paid head custodian, head maintenance or head of grounds during the hours so assigned, whichever is less, but in no event less than their current wage rate. This provision shall not be construed so as to require the assignment of temporary head custodian, temporary head maintenance or temporary head of grounds duties if deemed unnecessary by the Superintendent or designee.

ARTICLE 16 - CONTRACT NEGOTIATIONS/ADMINISTRATION

Section 1 - Negotiation Information

Upon written request of the Union President, the Board shall furnish the Union President the following documents:

- A. Board agendas;
- B. Official minutes of Board meetings;
- C. Individual school handbooks;
- D. Board policy manual and revisions;
- E. Annual financial publication;
- F. Salary, longevity & fringe benefits costs.

Section 2 - Mediation

If an agreement is not reached by forty-five (45) days prior to the scheduled start of the next school year, either party shall have the right to request mediation. Upon such request, both parties shall jointly forward a request for a mediator to the Federal Mediation and Conciliation Service (FMCS). If a Federal Mediator is not available, both parties shall immediately attempt to select a new mediator who is mutually agreeable. If the parties cannot agree, the Illinois Educational Labor Relations Board (IELRB) shall provide a mediator per its rules and regulations. Nothing in this Section shall prohibit either party from declaring that mediation has been exhausted.

ARTICLE 17 - SALARY/FRINGE BENEFITS

Section 1 - Errors In Pay

Any errors in computation of the wages of employees shall be corrected as soon as possible upon discovery of the error.

Section 2 - In-Service Training

Employees attending school approved in-service training sessions are to be compensated at not less than their individual hourly rate for each hour of attendance. If the classes are on Saturday or Sunday the Board shall pay the appropriate rate of pay. Employees shall be given two (2) weeks notice prior to the date of in-service.

Section 3 - Insurance

A. Hospitalization/Major Medical Insurance

A group hospitalization/major medical insurance plan shall be procured by the Board and made available to all eligible full-time employees (35 hours or more). For the 2016-2017, 2017-2018, 2018-2019, 2019-2020 and 2020-2021 school years, except as the Union shall otherwise specifically agree in writing, the benefits shall be no less than those agreed to between the parties for the 2016-2017 and 2017-2018 school years respectively. In the event the changes made in 2016 and 2017 are not enough to keep the Hospitalization /Major Medical Insurance under the Affordable Care Act (ACA) cap, the Insurance Committee will convene to determine what additional items would be needed to reduce the premiums below the Affordable Care Act cap. The Board shall contribute toward the applicable annual premium rates as established by the District's insurance consultant or plan administrator. The Board shall pay ninety percent (90%) of the annual premium for individual coverage and eighty percent (80%) of any additional annual premium for any family coverage (i.e., family, employee + spouse or employee + child(ren)) selected by the employee.

Upon request, every employee shall receive a copy of the policy and its specific coverage and cost. Employees who work at least nine (9) months a year and at least twenty (20) hours per week may participate in group health coverage at their own cost, provided premiums are paid on a timely basis as determined by the business office.

Retiring employees, at least fifty-five (55) years old, who have served the District for ten (10) years or more and who have not become eligible for Medicare, may continue to carry the group health care insurance at their own cost provided premiums are paid at least one month in advance.

The Union president shall appoint one (1) person to the District Insurance Committee.

B. Life Insurance

The Board shall pay the premium for term life and accidental death and dismemberment insurance for employees according to the amounts listed below:

35 hours or more.....	\$25,000
25-34 hours.....	\$10,000

C. Dental Insurance

Board shall pay the full premium for single dental insurance coverage for each full-time employee. Family coverage shall be available with the employee paying the premium differential between the Board contribution and the family coverage premium. Employees who work at least nine (9) months a year and at least twenty (20) hours per week may participate in the District's dental plan at their own cost, provided premiums are paid on a timely basis as determined by the business office. For the 2016-2017, 2017-2018, 2018-2019, 2019-2020 and 2020-2021 year, except as the Union shall otherwise specifically agree in writing, the benefits shall be no less than those agreed to between the parties during the 2010-2011 year.

D. Flexible Benefit Spending Plan

Employees may participate in a district sponsored flexible benefit spending plan. The initial fee and monthly employee fees shall be paid by the Board.

Section 4 - Payroll Deductions

Upon written authorization from an employee, the Board shall deduct from the employee's compensation for one or more of the following:

- A. Credit Union approved by the Superintendent or designee
- B. Tax Sheltered Annuity approved by the Superintendent or designee
- C. United Fund
- D. District health insurance for part-time employees
- E. Union Dues or Fair Share Contribution

Such authorization shall be submitted no later than ten (10) working days prior to the effective payroll. Such authorization shall not be changed more than two (2) times per fiscal year.

Section 5 - Time Sheets

For an employee to receive his/her paycheck, any required time sheets must be submitted by the first Monday after the previous pay day, except in the event of an unusual or emergency situation.

Section 6 - Pay Day

For all employees, checks shall be distributed the 10th and 25th of each month, except when such date falls on a non-working day. In such instances, the first previous district business day shall be the pay day.

Section 7 - IMRF-FICA

For each employee of the District who works at least six hundred (600) hours per year, the Board shall deduct from the compensation of each employee, the amount the employee is required by law to contribute to the Illinois Municipal Retirement Fund (IMRF). The Board shall deduct, from the compensation of each employee, the amount the employee is required by law to contribute under the Federal Insurance Contribution Act (FICA) towards Social Security.

Section 8 - Longevity

Employees who have worked in the District for six (6) or more years shall receive a longevity allowance each year on their anniversary date according to the following schedule:

Upon Completion of:	
6 to 9 years in District	\$200
10 to 14 years In District	\$300
15 to 19 years in District	\$400
20 or more years in District	\$500

If an employee is eligible for the Longevity payment during their final two (2) years of employment with the district, and they concurrently elect the Service Recognition Bonus for either or both of their final two (2) years of employment with the district as defined in Article 17 Section 16, such payment (including the Longevity payment) shall be made after the conclusion of the first calendar month following the month in which the employee's employment was terminated such that the payment will not constitute IMRF earnings (e.g. for an employee terminating employment on June 30, 2017, payment shall be paid on the first regularly scheduled payroll after the first week in August 2017).

Section 9 - Physical Exam

If an existing or newly hired employee is required to take a physical exam for employment purposes, the Board shall reimburse the employee the cost of the exam.

Section 10 - Travel Reimbursement

Employees required to travel on school business shall be compensated at the IRS allowable rate per mile, provided such travel and expense is pre-approved by the Superintendent or his designee

Section 11 - Uniform Allowance

Each employee shall be provided a uniform service of laundered shirts with individual name and district emblems. There shall be an initial inventory of eleven (11) shirts provided in varying sleeve lengths to be decided in consultation with each employee. Five (5) shirts shall be picked up weekly and five (5) laundered shirts returned. Employees shall wear the uniform during all working times except where impracticable due to emergency call backs and building checks. In addition, each employee shall receive one hundred and seventy-five dollars (\$175.00) for the 2016-2017, 2017-2018, 2018-2019, 2019-2020 and 2020-2021 school years for the purchase of safety shoes or other work clothes as specified by the district. Each employee must submit a receipt of purchase for the safety shoes or other work clothes to the district in order to receive reimbursement.

Section 12 - Pay For Unused Sick Leave

An employee retiring from the District at age fifty-five (55) or older with eight (8) or more years of service with the Illinois Municipal Retirement Fund shall receive fifty dollars (\$50.00) per day for each unused sick day above two hundred forty (240). An employee who retires from the District with less than eight (8) years of service with the Illinois Municipal Retirement Fund shall receive thirty-five dollars (\$35.00) per day for each unused sick leave day at the time he/she leaves the District.

Such payment shall be made after the conclusion of the first calendar month following the month in which the employee's employment was terminated such that the payment will not constitute IMRF earnings (e.g. for an employee terminating employment on June 30, 2017, payment shall be paid on the first regularly scheduled payroll in August 2017).

Section 13 - New Employees

Any new employee hired by the District shall be paid the minimum hourly rate of pay as designated in Section 14 unless the District gives the employee credit for prior experience. Compensation for such credit shall not exceed the rate of an employee in the same category with the same years of experience, unless the new employee has special or unique qualifications.

Section 14 - Minimum Starting Pay

	Minimum Starting Pay 2016-17	Minimum Starting Pay 2017-18	Minimum Starting Pay 2018-19	Minimum Starting Pay 2019-20	Minimum Starting Pay 2020-21
Custodian Courier Substitute Custodian	\$15.39	\$15.47	\$15.54	\$15.62	\$15.70
3 rd Shift Custodian - HS (includes shift differential)	\$16.06	\$16.15	\$16.23	\$16.31	\$16.39
Day Custodian - HS Lead Custodian – EMS * 2 nd Shift	\$17.08	\$17.17	\$17.25	\$17.34	\$17.42
Grounds	\$17.33	\$17.41	\$17.50	\$17.59	\$17.68
Grounds/2nd Shift Custodian	\$16.68	\$16.76	\$16.85	\$16.93	\$17.02
Lead Custodian - HS 2 nd /3 rd Shift	\$17.65	\$17.74	\$17.83	\$17.92	\$18.01
Head Custodian - ES	\$18.91	\$19.01	\$19.10	\$19.20	\$19.30
Head Custodian - MS	\$20.48	\$20.59	\$20.69	\$20.79	\$20.90
Head Custodian – EMS* Maintenance	\$22.85	\$22.97	\$23.08	\$23.20	\$23.31
Head Custodian - HS Head Grounds	\$24.43	\$24.55	\$24.68	\$24.80	\$24.92
Head Maintenance	\$29.80	\$29.95	\$30.10	\$30.25	\$30.40

*EMS – Refers to the Prairewood Elementary/Creekside Middle School site, only.

Section 15 - Compensation

2016-2017: The 2016-2017 base hourly rate for all returning employees in the bargaining unit shall be increased by 3.75%.

2017-2018: The 2017-2018 base hourly rate for all returning employees in the bargaining unit shall be increased by 3.75%.

Compensation for the 2018-2019, 2019-2020 and 2020-2021 school years shall be calculated in accordance with the following formula:

2018-2019 Hourly Rate Increase

The 2018-2019 hourly rate increase shall be equal to the percentage attributable to the 2018-2019 fiscal year as determined by the Property Tax Extension Limitation Law (PTELL)*, commonly referred to as the “tax cap,” except that the hourly rate increase shall be no less than 3.5% and no more than 4.0%. Within 30 days following formal notice of said percentage to the District, the District shall notify the WCCE of the applicable percentage of increase which will be applicable for the ensuing 2018-2019 school year.

In the event that the PTELL is amended or repealed, so as to affect the interpretation of this Agreement, within 30 days after the effective date of such amendment or repeal, the District and WCCE shall mutually agree upon a date and time to negotiate over the impact of the aforementioned amendment or repeal.

2019-2020 Hourly Rate Increase

The 2019-2020 hourly rate increase shall be equal to the percentage attributable to the 2019-2020 fiscal year as determined by the Property Tax Extension Limitation Law (PTELL)*, commonly referred to as the “tax cap,” except that the hourly rate increase shall be no less than 3.5% and no more than 4.0%. Within 30 days following formal notice of said percentage to the District, the District shall notify the WCCE of the percentage of increase which will be applicable for the ensuing 2019-2020 school year. In the event that the PTELL is amended or repealed so as to affect the interpretation of this Agreement, within 30 days after the effective date of such amendment or repeal, the District and WCCE shall mutually agree upon a date and time to negotiate over the impact of the aforementioned amendment or repeal.

2020-2021 Hourly Rate Increase

The 2020-2021 hourly rate increase shall be equal to the percentage attributable to the 2020-2021 fiscal year as determined by the Property Tax Extension Limitation Law (PTELL)*, commonly referred to as the “tax cap,” except that the hourly rate increase shall be no less than 3.25% and no more than 4.0%. Within 30 days following formal notice of said percentage to the District, the District shall notify the WCCE of the percentage of increase which will be applicable for the ensuing 2020-2021 school year. In the event that the PTELL is amended or repealed so as to affect the interpretation of this Agreement, within 30 days after the effective date of such amendment or repeal, the District and WCCE shall mutually agree upon a date and time to negotiate over the impact of the aforementioned amendment or repeal.

However, due to penalty provisions of the Illinois Municipal Retirement Fund (IMRF) no employee upon reaching a date of employment within ten (10) years of first becoming eligible for IMRF retirement (early or ordinary) shall be entitled to receive an increase in regular total IMRF creditable earnings greater than the higher of 6% or 1.5 times the CPI-U of the prior year’s regular IMRF creditable earnings for any year of this Agreement, regardless of any other provisions or salary schedules of this Agreement or policy or practice of the District. Any such earnings over the higher of 6% or 1.5 times the CPI-U shall be considered forfeited, but shall not preclude the

employee from future schedule advancement and future earnings, subject to the annual application of the limitations of this provision. Total earnings may exceed the parameters set forth above if due to an IMRF penalty exempt change of status, including but not limited to overtime or overload, a promotion, an increase in responsibility or workload (category change), or an increase in hours worked.

* “PTELL” refers to the Property Tax Extension Law Limitation and equals the percentage change in the national Consumer Price Index (CPI) for all urban consumers for all items as published by the United States Department of Labor, Bureau of Labor Statistics. The applicable December-to-December change is generally available in the middle of January.

Section 16 – Head Custodian Promotion/Head Maintenance Promotion

An employee who is promoted from regular custodian to head custodian or regular maintenance to head maintenance is entitled to an adjustment of salary by increasing the custodian’s or maintenance’s salary by the difference between the base wages of the custodian or maintenance position being vacated and the head custodian or head maintenance position being filled.

Section 17 - Service Recognition

Retiring employees meeting the eligibility requirements set forth below may elect to participate in one of the Service Recognition Bonus options as set forth below. Employees are not obligated to participate in the Service Recognition Bonus.

If an a employee: (1) will reach at least age 55 no later than June 30 of the school year in which the employee plans to retire from the District; (2) has at least ten (10) years of continuous service with the District no later than June 30 of the school year in which the employee plans to retire from the District; and (3) has submitted an irrevocable written notice of retirement to the Human Resources Department on or before December 1st of the school year two years prior to the year in which he/she plans to retire, then the employee may elect to participate in this Service Recognition Bonus. Under this plan, the employee shall receive a 6% increase in creditable earnings over the prior year’s base salary (less any compensation not earned) in each of the next two school years immediately prior to the employee’s retirement. This amount will be calculated and paid with the final pay period for the final two years prior to retirement. Such increases in base salary shall be made only to the extent they will not cause the district an IMRF penalty.

If an employee elects the Service Recognition Bonus for their final two (2) years of employment with the district, and they are concurrently eligible for an Attendance Incentive as defined in Article 11 Section 1 F, such payment shall be made after the conclusion of the first calendar month following the month in which the employee’s employment was terminated such that the payment will not constitute IMRF earnings (e.g. for an employee terminating employment on June 30, 2017, payment shall be paid on the first regularly scheduled payroll in August 2017.

(OR)

If an employee: (1) will reach at least age 55 no later than June 30 of the school year in which the employee plans to retire from the District; (2) has at least ten (10) years of continuous service with the District no later than June 30 of the school year in which the employee plans to retire from the District; and (3) has submitted an irrevocable written notice of retirement to the Human Resources Department on or before December 1st of the school year in which he/she plans to retire from the District, the employee may elect to participate in this Service Recognition Bonus. Under this plan, the employee shall receive a 6% increase in creditable earnings over the prior year's base salary (less any compensation not earned) in the school year immediately prior to the employee's retirement. This amount will be calculated and paid with the final pay period for the final year prior to retirement. Such increases in base salary shall be made only to the extent they will not cause the district an IMRF penalty. In addition, the Board shall pay a six percent (6%) post retirement Service Recognition Bonus to such employee. The six percent (6%) post-retirement Service Recognition Bonus will be calculated based on the employee's final year's earnings for positions covered by the Woodstock Council of Classified Employees (WCCE). Such payment shall be made on the next regularly scheduled payroll after the conclusion of the first calendar month following the month in which the employee's employment with the District terminated such that the payment do not constitute IMRF earnings (e.g. for an employee terminating employment on June 30, 2017, such payment shall be made on the first regularly scheduled payroll in August 2017).

If an employee elects the Service Recognition Bonus for their final year of employment with the district, and they are concurrently eligible for an Attendance Incentive as defined in Article 11 Section 1 F, such payment shall be made after the conclusion of the first calendar month following the month in which the employee's employment was terminated such that the payment will not constitute IMRF earnings (e.g. for an employee terminating employment on June 30, 2017, payment shall be paid on the first regularly scheduled payroll in August 2017).

Section 18 - Tuition Reimbursement

Employees covered by this Agreement shall be reimbursed for course work related to their current job and approved in advance by the superintendent. The reimbursement shall be for tuition costs not to exceed two hundred dollars (\$200.00) per year. Reimbursement shall be made within 30 days after submitting proof of having passed the course.

Section 19 - Differential Compensation

An employee who is assigned and works the third shift shall receive a twenty-five cent (.25) per hour shift differential. A shift lead custodian or third shift employee who is temporarily assigned a different shift shall continue to receive differential pay while on temporary shift change. Shift differential shall apply to all paid time.

Section 20 – Asbestos Removal

Any employee who is licensed to perform asbestos removal shall be paid the greater of one and one half (1 1/2) times his/her regular hourly rate of pay, or thirty-two dollars (\$32.00) per hour,

while performing such work. Such work shall be considered occasional and sporadic in nature. Any employee who is required to complete asbestos paperwork for certification with the State of Illinois shall be paid a yearly stipend of one hundred and fifty dollars (\$150.00). This provision shall not be construed so as to require the District to assign such work to a member of the bargaining unit.

Section 21 – Back-Flow Inspection

Any employee who is trained to perform back-flow inspections shall be paid a yearly stipend of two hundred and fifty dollars (\$250.00). This provision shall not be construed so as to require the district to assign such work to a member of the bargaining unit.

ARTICLE 18 - DURATION

Section 1 - Duration

This Agreement shall be in effect as of July 1, 2016, and shall continue in full force and effect until June 30, 2021.

Section 2 – Separability

Should any Article, section or clause of this Agreement be declared illegal by a forum of competent jurisdiction, then that Article, section or clause shall be deleted from this Agreement to the extent it violates the law and upon the request of either party, negotiations may be renewed to consider the impact thereof. The remaining Articles, sections, and clauses shall remain in full force and effect.

IN WITNESS WHEREOF:

DATED _____

**For the Woodstock Council of Classified
Employees Custodial Chapter,
Local 1642, IFT/AFT**

**For the Board of Education
District 200, McHenry County,
Woodstock, Illinois**

PRESIDENT

PRESIDENT

SECRETARY

SECRETARY

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