

AGREEMENT

between

JOLIET TOWNSHIP HIGH SCHOOLS

DISTRICT NO. 204

and

SEIU Local 1

July 1, 2018- June 30, 2023

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PART I

General Conditions of Agreement

A. AGREEMENT

THIS CONTRACTUAL AGREEMENT IS entered into this 21st day of August 2018, by and between the BOARD OF EDUCATION OF SCHOOL DISTRICT 204 in the State of Illinois (hereinafter referred to as the "Board") and the SEIU Local 1, (hereinafter referred to as the "Union"), and supersedes the agreement dated September 16th, 2008.

B. SCOPE AND LIMITATIONS

The Board and the Union recognize that the Union represents maintenance and custodial employees and that both parties have as their primary interest the welfare of students, quality education, and the maintenance of the physical plant, which interests go far beyond salary, policy agreement, and terms and conditions of employment.

The Board and the Union recognize that the Board shall retain whatever rights and authority are necessary for it effectively to carry out the responsibilities delegated to it by the laws of the State of Illinois. To this end, the Board manual of policies will include items not covered by this contract. In accordance with such Board policies, the management of District 204 business and the direction of personnel shall remain vested exclusively as management rights. All rights or prerogatives of management are reserved to the School District unless expressly abridged by this Agreement.

It is the intention of this agreement to provide an effective and continuing means of communicating between the staff represented by this Union and the Board as well as to provide for the salary structure, fringe benefits, and employment conditions of the maintenance and custodial staff.

Nothing shall be added to or subtracted from this agreement except as it shall be specifically agreed to by the Board and the Union.

C. RECOGNITION

The Board recognizes the Union as the sole and exclusive bargaining representative with respect to salaries, fringe benefits and other conditions of employment for all full time maintenance and custodial personnel. The Board also agrees that all work traditionally performed by the custodial/maintenance staff shall continue to be performed by them and any new work of a related nature shall be assigned within the unit.

After ninety (90) working days of traditional full-time work being performed by a substitute employee, and where the circumstances do not involve replacement of a

bargaining unit employee on leave, the practice shall constitute subcontracting, and therefore, shall be a violation of this Agreement.

D. SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with the minimum standard of the School Code, all other provisions of this Agreement shall remain in force and effect for the duration of the Agreement. In the event of the application of this clause and at the request of either party, a meeting will be held to discuss the ramifications of such affected provision, and the possible solutions within the spirit of the Agreement.

E. 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, sex, marital status or membership in the union.

F. PROGRESSIVE DISCIPLINE

The Employer agrees with the tenets of progressive and corrective discipline. Disciplinary action or measure shall include the following:

- a. Oral Reprimand (notice to be given in writing)
- b. Written Reprimand (notice to be given in writing)
- c. Suspension without pay (notice to be given in writing)
- d. Discharge (notice to be given in writing)

Special circumstances such as the severity of the misconduct or the employee's history of discipline may necessitate more severe disciplinary measure bypassing the normal progressive discipline steps. No warnings or reprimands shall be considered for purposes of progressive disciplinary action after forty eight (48) months from the date of the warning or reprimand.

If the Employer has reason to discipline an employee, it shall normally be done in a manner that will not embarrass the employee before other employees or the public and shall be done in a timely fashion.

PART II

Job Descriptions

A. THE FOLLOWING ARE THE JOB DESCRIPTIONS FOR EACH OF THE POSITIONS COVERED BY THIS AGREEMENT

Heating Operator

JOB GOAL:

This classification requires personnel especially suited and qualified to provide all the needed repair, operation and preventive maintenance of heating, cooling, ventilation, utility systems and such specialties as are inherent at each campus. When conditions warrant, these employees may from time to time be assigned other duties within or below their classification but would retain the same rate of pay. All individuals in this classification shall secure within 12 months of their entry into this classification and shall maintain

thereafter a current Asbestos Workers License and Refrigerant Transition and Recovery Certification Types I and II as a minimum.

QUALIFICATIONS:

1. High School Diploma or General Education Diploma.
2. Formal training related to maintenance of heating or cooling equipment, or completion of other training program for development of trade-related work skills (i.e. plumbing, carpentry, electrical), including union apprenticeship program or other certification program provided by employer or accredited educational institution.
3. Two years verifiable work experience with building maintenance and operations responsibilities.
4. Experience demonstrating ability to complete manual labor tasks including the use of hand and power tools, ability to climb, and ability to operate the district's heavy equipment.
5. Ability to read and understand work orders and mechanical, electrical, and plumbing drawings.
6. Asbestos Worker's License and Refrigerant Transition and Recovery Certification Types I and II - must be obtained within the first twelve months of employment.
7. All employees hired by Joliet Township High School District #204 shall have a basic level of computer knowledge and ability.
8. Such alternatives to the above qualifications as the Board may find appropriate and acceptable.

PERFORMANCE RESPONSIBILITIES:

1. Operation, repair and maintenance of boilers.
2. Repair and maintenance of condensate and circulating pumps.
3. Repair and maintenance of air conditioning and ventilation equipment.
4. Cutting, threading, welding and soldering to maintain or repair piping.
5. Repair and maintenance of pneumatic and electric controls.

6. Miscellaneous electrical systems repair and maintenance, including wiring of motors and fixtures.
7. Repair and maintenance of freezers and refrigerators.
8. Removal of limited quantities of asbestos as regulated by state and federal agencies.
9. Repair and maintenance of all plumbing systems including toilets, sinks, urinals, etc.
10. Operation, repair and maintenance of fire alarm, sprinkler and related equipment.
11. Complete all work in a manner that minimizes risk of injury to self, teachers, students or other persons.
12. Perform other duties or services as assigned that are related to building operations and maintenance.

Maintenance Mechanic JOB

GOAL:

The Maintenance Mechanic shall be capable of providing the many and varied maintenance services required in the operation and upkeep of all buildings, grounds, furnishings and equipment. When conditions warrant, these employees may be assigned other duties within or below their classification but would retain the same rate of pay.

QUALIFICATIONS:

1. High School Diploma or General Education Diploma.
2. Formal training related to maintenance of buildings and grounds including union apprenticeship, employer provided training program, or other certification program from an accredited institution for development of trade-related work skills (i.e. plumbing, carpentry, electrical).
3. Two years verifiable work experience with building maintenance and operations responsibilities.
4. Experience demonstrating ability to complete manual labor tasks including the use of hand and power tools, ability to climb, and ability to operate the district's heavy equipment.
5. Ability to read and understand work orders and mechanical, electrical, and plumbing drawings.
6. All employees hired by Joliet Township High School District #204 shall have a basic level of computer knowledge and ability.
7. Such alternatives to the above qualifications as the Board may find appropriate and acceptable.

PERFORMANCE RESPONSIBILITIES:

1. Miscellaneous electrical systems repair and maintenance, including wiring of motors and fixtures.
2. Indoor and outdoor painting.
3. Glazing and window repair and maintenance.
4. Repair and maintenance of all door and related hardware including locks and keys.
5. Replacement of floor and ceiling tile.
6. Maintenance and operation of boilers with guidance from a Heating Operator or supervisor.
7. Operation and repair of all lighting equipment.

8. Carpentry for repair and maintenance of buildings or furnishings.
9. Shovel, plow, and salt walks, driveways, parking areas and steps as assigned.
10. Provide assistance in the repair and maintenance of all plumbing and heating systems.
11. Complete all work in a manner that minimizes risk of injury to self, teachers, students or other persons.
12. Perform other duties or services as assigned that are related to building operations and maintenance.

Custodian

JOB GOAL:

The Custodian shall be able to perform all custodial and housekeeping duties (inside and outside of the building) as directed by supervision. This shall include some minor repairs of building furnishings, operation of simple equipment, set up and operation of public address systems and may require operating district motor vehicles (excluding transportation department vehicles and equipment). This description applies also to individuals assigned to watchman duties.

QUALIFICATIONS:

1. High School Diploma or General Education Diploma.
2. Ability to complete manual labor tasks including the ability to use common hand tools.
3. Ability to operate district's lifts and climb ladders.
4. Ability to lift items in excess of 50lbs.
5. Ability to read and understand work orders.
6. All employees hired by Joliet Township High School District #204 shall have a basic level of computer knowledge and ability.
7. Such alternatives to the above qualifications as the Board may find appropriate and acceptable.

PERFORMANCE RESPONSIBILITIES:

1. Be responsible for the daily and scheduled housekeeping or janitorial duties as required.
2. Observe and report all damaged areas of the building and grounds to supervisory staff.
3. Observe and report any malfunctioning mechanical equipment to supervisory staff.
4. Make minor building or equipment repairs.
5. Complete work orders as assigned by supervisory staff.
6. Provide assistance to organizations using school facilities.
7. Monitor light bulbs and ceiling tiles and replace as necessary; excluding jobs requiring scaffolding. If any employee is working on a ladder over 6 feet tall, a safety person will be required to work with them.
8. Shovel and salt walks, driveways, parking areas and steps as assigned.
9. Move furniture or equipment in the buildings as required for various activities.
10. Provide set up and operation of public address systems.

11. If assigned, assume responsibility for opening and/or closing the building, or parts of the building in accordance with written procedures.
12. Complete all work in a manner that minimizes risk of injury to self, teachers, students or other persons.
13. Perform other duties or services as assigned that are related to housekeeping or janitorial tasks.

Special Custodian - Cafeteria

JOB GOAL:

The Special Custodian - Cafeteria shall, in addition to normal custodial duties, be responsible for keeping all food supplies properly stored and available for use, disposing of all refuse materials, and assisting the Cafeteria Supervisor with inventory control as required. Normal custodial duties include performing all custodial and housekeeping duties (inside and outside of the building) as directed by supervision. This shall include some minor repairs of building furnishings, operation of simple equipment, and may require operating district motor vehicles (excluding transportation department vehicles and equipment).

QUALIFICATIONS:

1. High School Diploma or General Education Diploma.
2. Ability to complete manual labor tasks including the ability to use common hand tools.
3. Ability to operate district's lifts and climb ladders.
4. Ability to lift items in excess of 50lbs.
5. Ability to read and understand work orders.
6. All employees hired by Joliet Township High School District #204 shall have a basic level of computer knowledge and ability.
7. Such alternatives to the above qualifications as the Board may find appropriate and acceptable.

PERFORMANCE RESPONSIBILITIES:

1. Be responsible for keeping all food supplies properly stored and available for use.
2. Dispose of all refuse materials associated with cafeteria operations and as assigned.
3. Assist the Cafeteria Supervisor with inventory control as required.
4. Be responsible for the daily and scheduled housekeeping or janitorial duties as required.
5. Observe and report all damaged areas of the building and grounds to supervisory staff.
6. Observe and report any malfunctioning mechanical equipment to supervisory staff.
7. Make minor building or equipment repairs.
8. Complete work orders as assigned by supervisory staff.
9. Provide assistance to organizations using school facilities.
10. Shovel and salt walks, driveways, parking areas and steps as assigned.
11. Move furniture or equipment in the buildings as required for various activities.

12. If assigned, assume responsibility for opening and/or closing the building, or parts of the building in accordance with written procedures.
13. Complete all work in a manner that minimizes risk of injury to self, teachers, students or other persons.
14. Perform other duties or services as assigned that are related to housekeeping or janitorial tasks.

Lead Custodian

The Board of Education may select a person to serve as a "Lead Custodian" with supervisory and administrative duties as determined by the District. Any person employed in this position shall not have the authority to evaluate any fellow union member. The person shall be entitled to all benefits of this contract and shall perform all duties required of the classification.

PART III

Salaries for Maintenance and Custodial Staff and Other Economic Provisions

A. SALARIES

The rate per hour for the Day Shift (known as first shift) shall be as follows:

2018

1st Shift	1	2	3	4	5	6	7	8
	Lead HO	HO w/asb	HO	Lead MM	MM	Café Cust	Custodian	Lead Cust
1	\$25.56	\$24.02	\$23.86	\$23.80	\$22.25	\$18.79	\$16.78	\$18.33
2	\$26.07	\$24.49	\$24.33	\$24.27	\$22.70	\$19.16	\$17.12	\$18.69
3	\$26.58	\$24.98	\$24.82	\$24.75	\$23.14	\$19.54	\$17.45	\$19.06
4	\$27.11	\$25.47	\$25.31	\$25.24	\$23.60	\$19.93	\$17.80	\$19.44
5	\$27.68	\$26.04	\$25.88	\$25.77	\$24.13	\$20.38	\$18.20	\$19.84
6	\$28.26	\$26.62	\$26.46	\$26.32	\$24.68	\$20.84	\$18.61	\$20.25
7	\$28.86	\$27.22	\$27.05	\$26.87	\$25.23	\$21.31	\$19.03	\$20.67
8	\$29.47	\$27.83	\$27.66	\$27.44	\$25.80	\$21.79	\$19.46	\$21.10
9	\$30.09	\$28.45	\$28.29	\$28.02	\$26.38	\$22.28	\$19.90	\$21.53
10	\$30.73	\$29.09	\$28.92	\$28.61	\$26.97	\$22.78	\$20.34	\$21.98
11	\$31.38	\$29.74	\$29.57	\$29.22	\$27.58	\$23.29	\$20.80	\$22.44
12	\$32.04	\$30.40	\$30.24	\$29.84	\$28.20	\$23.81	\$21.27	\$22.91
13	\$32.72	\$31.08	\$30.92	\$30.48	\$28.84	\$24.35	\$21.75	\$23.39
14	\$33.42	\$31.78	\$31.61	\$31.12	\$29.48	\$24.90	\$22.24	\$23.88
15	\$34.13	\$32.49	\$32.33	\$31.79	\$30.15	\$25.46	\$22.74	\$24.38
16	\$34.86	\$33.22	\$33.05	\$32.47	\$30.83	\$26.03	\$23.25	\$24.89
17	\$35.60	\$33.96	\$33.80	\$33.16	\$31.52	\$26.62	\$23.77	\$25.41
18	\$36.36	\$34.72	\$34.56	\$33.87	\$32.23	\$27.22	\$24.31	\$25.95
19	\$37.14	\$35.50	\$35.33	\$34.59	\$32.95	\$27.83	\$24.85	\$26.49
20	\$37.93	\$36.29	\$36.13	\$35.34	\$33.70	\$28.45	\$25.41	\$27.05
21	\$38.75	\$37.11	\$36.94	\$36.09	\$34.45	\$29.09	\$25.98	\$27.62
22	\$39.58	\$37.94	\$37.77	\$36.87	\$35.23	\$29.75	\$26.57	\$28.21
23	\$40.43	\$38.79	\$38.62	\$37.66	\$36.02	\$30.42	\$27.17	\$28.81
24	\$41.30	\$39.66	\$39.49	\$38.47	\$36.83	\$31.10	\$27.78	\$29.42
25	\$42.18	\$40.55	\$40.38	\$39.30	\$37.66	\$31.80	\$28.40	\$30.04

Any "Lead" employee shall receive a differential of \$1.50 per hour.

Heating Operators shall receive an additional \$.15 per hour after obtaining their
Asbestos License.

Employees shall receive an additional \$.18 per hour after obtaining their Pesticide License.

Any employee off schedule will receive a 3% increase

2019

1st Shift	1	2	3	4	5	6	7	8
	Lead HO	HO w/asb	HO	Lead MM	MM	Café Cust	Custodian	Lead Cust
1	\$25.82	\$24.26	\$24.10	\$24.04	\$22.48	\$18.98	\$16.95	\$18.51
2	\$26.33	\$24.74	\$24.58	\$24.51	\$22.92	\$19.36	\$17.29	\$18.88
3	\$26.85	\$25.23	\$25.06	\$25.00	\$23.38	\$19.74	\$17.63	\$19.25
4	\$27.38	\$25.73	\$25.56	\$25.49	\$23.84	\$20.13	\$17.98	\$19.63
5	\$27.92	\$26.24	\$26.07	\$26.00	\$24.31	\$20.53	\$18.33	\$20.02
6	\$28.51	\$26.82	\$26.65	\$26.55	\$24.86	\$20.99	\$18.75	\$20.44
7	\$29.11	\$27.42	\$27.25	\$27.11	\$25.42	\$21.46	\$19.17	\$20.86
8	\$29.72	\$28.04	\$27.87	\$27.68	\$25.99	\$21.95	\$19.60	\$21.29
9	\$30.35	\$28.66	\$28.49	\$28.26	\$26.57	\$22.44	\$20.04	\$21.73
10	\$30.99	\$29.30	\$29.13	\$28.86	\$27.17	\$22.95	\$20.49	\$22.18
11	\$31.65	\$29.96	\$29.79	\$29.47	\$27.78	\$23.46	\$20.95	\$22.64
12	\$32.32	\$30.63	\$30.46	\$30.10	\$28.41	\$23.99	\$21.42	\$23.11
13	\$33.00	\$31.31	\$31.15	\$30.74	\$29.05	\$24.53	\$21.91	\$23.59
14	\$33.70	\$32.02	\$31.85	\$31.39	\$29.70	\$25.08	\$22.40	\$24.09
15	\$34.42	\$32.73	\$32.56	\$32.06	\$30.37	\$25.65	\$22.90	\$24.59
16	\$35.15	\$33.46	\$33.30	\$32.74	\$31.05	\$26.22	\$23.42	\$25.11
17	\$35.90	\$34.21	\$34.04	\$33.44	\$31.75	\$26.81	\$23.95	\$25.63
18	\$36.67	\$34.98	\$34.81	\$34.15	\$32.47	\$27.42	\$24.48	\$26.17
19	\$37.45	\$35.76	\$35.59	\$34.88	\$33.20	\$28.03	\$25.04	\$26.72
20	\$38.25	\$36.56	\$36.39	\$35.63	\$33.94	\$28.66	\$25.60	\$27.29
21	\$39.07	\$37.38	\$37.21	\$36.40	\$34.71	\$29.31	\$26.17	\$27.86
22	\$39.91	\$38.22	\$38.05	\$37.18	\$35.49	\$29.97	\$26.76	\$28.45
23	\$40.76	\$39.08	\$38.91	\$37.97	\$36.29	\$30.64	\$27.37	\$29.05
24	\$41.64	\$39.95	\$39.78	\$38.79	\$37.10	\$31.33	\$27.98	\$29.67
25	\$42.53	\$40.85	\$40.68	\$39.63	\$37.94	\$32.04	\$28.61	\$30.30

Any "Lead" employee shall receive a differential of \$1.50 per hour.

Heating Operators shall receive an additional \$.15 per hour after obtaining their
Asbestos License.

Employees shall receive an additional \$.18 per hour after obtaining their Pesticide License.

Any employee off schedule will receive a 3% increase

2020

1st Shift	1	2	3	4	5	6	7	8
	Lead HO	HO w/asb	HO	Lead MM	MM	Café Cust	Custodian	Lead Cust
1	\$26.08	\$24.50	\$24.34	\$24.28	\$22.70	\$19.17	\$17.12	\$18.70
2	\$26.59	\$24.98	\$24.82	\$24.76	\$23.15	\$19.55	\$17.46	\$19.07
3	\$27.12	\$25.48	\$25.31	\$25.25	\$23.61	\$19.94	\$17.81	\$19.45
4	\$27.66	\$25.98	\$25.82	\$25.75	\$24.08	\$20.33	\$18.16	\$19.83
5	\$28.20	\$26.50	\$26.33	\$26.26	\$24.55	\$20.73	\$18.52	\$20.22
6	\$28.76	\$27.02	\$26.85	\$26.78	\$25.04	\$21.15	\$18.88	\$20.62
7	\$29.37	\$27.63	\$27.45	\$27.34	\$25.60	\$21.62	\$19.31	\$21.05
8	\$29.98	\$28.24	\$28.07	\$27.92	\$26.18	\$22.11	\$19.74	\$21.48
9	\$30.61	\$28.88	\$28.70	\$28.51	\$26.77	\$22.60	\$20.19	\$21.93
10	\$31.26	\$29.52	\$29.35	\$29.11	\$27.37	\$23.11	\$20.64	\$22.38
11	\$31.92	\$30.18	\$30.01	\$29.73	\$27.99	\$23.63	\$21.11	\$22.85
12	\$32.60	\$30.86	\$30.68	\$30.36	\$28.62	\$24.17	\$21.58	\$23.32
13	\$33.29	\$31.55	\$31.37	\$31.00	\$29.26	\$24.71	\$22.07	\$23.81
14	\$33.99	\$32.25	\$32.08	\$31.66	\$29.92	\$25.26	\$22.56	\$24.30
15	\$34.71	\$32.98	\$32.80	\$32.33	\$30.59	\$25.83	\$23.07	\$24.81
16	\$35.45	\$33.71	\$33.54	\$33.02	\$31.28	\$26.41	\$23.59	\$25.33
17	\$36.21	\$34.47	\$34.29	\$33.72	\$31.98	\$27.01	\$24.12	\$25.86
18	\$36.98	\$35.24	\$35.07	\$34.44	\$32.70	\$27.62	\$24.66	\$26.40
19	\$37.77	\$36.03	\$35.85	\$35.18	\$33.44	\$28.24	\$25.22	\$26.96
20	\$38.57	\$36.84	\$36.66	\$35.93	\$34.19	\$28.87	\$25.79	\$27.53
21	\$39.40	\$37.66	\$37.49	\$36.70	\$34.96	\$29.52	\$26.37	\$28.11
22	\$40.24	\$38.50	\$38.33	\$37.49	\$35.75	\$30.19	\$26.96	\$28.70
23	\$41.11	\$39.37	\$39.19	\$38.29	\$36.55	\$30.87	\$27.57	\$29.31
24	\$41.99	\$40.25	\$40.07	\$39.11	\$37.37	\$31.56	\$28.19	\$29.93
25	\$42.89	\$41.15	\$40.98	\$39.95	\$38.22	\$32.27	\$28.82	\$30.56

Any "Lead" employee shall receive a differential of \$1.50 per hour.

Heating Operators shall receive an additional \$.15 per hour after obtaining their
Asbestos License.

Employees shall receive an additional \$.18 per hour after obtaining their Pesticide License.

Any employee off schedule will receive a 3% increase

Placement:

All new employees shall start on Step One (1) except that new and continuing Heating Operator staff members may be placed at a higher step provided that such placement does not exceed the lowest step placement for all other currently employed Heating Operator staff members; and provided that the exception is based upon special recommendation of the Superintendent subject to approval of the Board.

All promotions will advance to appropriate salary on present step.

If a person was or is employed during July 1 through March 31, a full year of service credit will be given for that year. If employed after that date, no service credit will be given for that year. Each member of Bargaining Unit will advance one placement step on July 1 of each year during the life of this contract.

Trainers will receive an additional \$1.00 per hour during training. Qualifications to be approved to be a trainer are as follows:

The employee will have had to attend and pass a Train-the-Trainer class or, performed the task that they will be training on a regular basis as part of their job or, hold a certification in that area. All trainers will be pre-approved by a supervisor before the training begins.

B. SHIFT DIFFERENTIAL

In addition to the above rates, a shift differential shall be paid as follows:

Afternoon Shift (2nd Shift) - .50
cents per hour differential

Midnight Shift (3rd Shift) - .75
cents per hour differential

Shift differential shall be paid if more than one-half (1/2) of the hours of a split shift are during the hours when a shift differential is paid. Shift differential shall be paid for hours worked on a return after a shift period.

C. TIME AND ONE-HALF CONTRACT RATE

The time and one-half contract rate is calculated by using the appropriate base rate, plus the applicable shift differential, times one and one-half.

D. INSURANCE PROVISIONS

1. The insurance plan for SEIU Local 1, Firemen & Oilers Division shall provide identical coverage as District 204 provides to Council 204, the Joliet Township High School District 204 faculty member collective bargaining association, excluding Life and Long Term Disability insurances.

2016 - 2018

	% Employee
Single HMO	5%
EE+Children HMO	8%
EE+Spouse HMO	8%
EE+Spouse+Family HMO	8%
Single PPO	5%
EE+Children PPO	9%
EE+Spouse PPO	9%
EE+Spouse+Family PPO	9%
Single PPO H.S.A.	5%
EE+Children PPO H.S.A.	9%
EE+Spouse PPO H.S.A.	9%
EE+Spouse+Family PPO H.S.A.	9%

Employees share for insurance will remain the same for the duration of the contract.

2. A term group life insurance policy in an amount equal to the employee's base salary rounded to thousands shall be provided by the Board for all full time maintenance and custodial employees while they are employed by the District.
3. The Board of Education shall provide a fund to reimburse employees for damage to personal property while on school premises. The reimbursement shall be limited to \$100 for any one loss per employee and a total of \$1,500 for any fiscal year, with a \$25 deductible per person per occurrence. Exclusions from reimbursement shall include (a.) intentional damage, (b.) ordinary wear and tear, (c.) moth or vermin damage. The fund will reimburse \$150 per occurrence toward the employee's comprehensive automobile deductible. The Board of Education reserves the right to purchase a like replacement or to reimburse the employee up to the limits above.

E. REIMBURSEMENT FOR UNUSED SICK LEAVE

Employees retiring from the Joliet Township High Schools and immediately drawing Illinois Municipal Retirement Fund pension benefits will be reimbursed by the Board of Education for a maximum of three hundred twenty five (325) days of unused sick leave at the following rate: fifty (\$50.00) per day. The retiree may use up to two hundred forty (240) days of unused accumulated sick leave toward his pension and receive reimbursement for the remaining accumulated sick leave days.

The following will disqualify an employee for eligibility for sick leave payment:

1. Any employee who is dismissed by the Board of Education.
2. Any employee who leaves the system contrary to the terms of the employment contract.
3. Any employee who has previously received this benefit from the Joliet Township High School, District 204.

F. WORK SCHEDULES AND OVERTIME RATES

Eight (8) consecutive hours of work shall constitute a normal day's work (exclusive of the thirty (30) minute lunch period. Forty (40) hours of work in five (5) consecutive days of eight (8) hours shall constitute a normal week's work. Exception to the five (5) consecutive day work week is permitted by mutual agreement between the employee and the administration.

Permanent employees scheduled to work in excess of eight (8) hours in one (1) day or forty (40) hours in any one (1) week shall be paid at the rate of time plus one-half (1/2) the employee's hourly shift rate for such excess work. Permanent employees scheduled to work on Sunday as part of their work week shall be paid at the rate of time plus one-half (1/2) the employee's hourly shift rate.

Employees required to work on a holiday shall receive pay at double the shift rate applicable except otherwise stated.

The work week for payroll purposes shall begin on Sunday at 12:01 a.m. and shall end on the following Saturday at midnight. The normal forty (40) hour work week for all employees shall fall between this period. All employees will have their work schedule arranged so as to permit at least six (6) consecutive shifts off from work in any given seven (7) day period unless otherwise requested and/or mutually agreed to by the employee and employer.

All Building and Ground employees shall work the shift to which they are regularly assigned except that shift assignments may be changed, when, in the opinion of the Administration, such change would be in the best interest of the school district. Supervision will make every effort to provide adequate notice to the employee. No employee's schedule will be changed or split to specifically avoid the payment of premium time. Two (2) ten (10) minute rest periods are permitted, one (1) in each half of each shift.

If a custodian is asked to perform a set up/break down in excess of 30 minutes, the employer shall provide additional work time and pay to perform such work, or inform the custodian doing the work what specific duties may be removed from their original assignment to complete the work.

In the event that an Employee is less than 30 minutes late for his/her shift, the Employee shall be able to choose to take the time unpaid or use two hours of sick, vacation or personal time. If an Employee is more than 30 minutes late for his/her shift, the Employee must use two hours of vacation, personal or sick time. In either case the Employee understands that they may be subjected to Districts 204 Attendance Policy.

Supervisors may perform bargaining unit duties when it is in the best interests of the District as determined by the Administration.

G. OVERTIME POLICY

The need for, amount and schedule of all overtime will be the decision of the Administration.

1. All Heating Operators and Maintenance Mechanics overtime will be paid within their classification, although in emergencies the work may be in other classifications.
2. All overtime for watchmen must first be offered to the regular watchmen except that such overtime normally will not result in an individual working two or more consecutive eight hour shifts. Substitutes may be secured under item three below.
3. All other custodial overtime (not covered in item 2) shall be offered to the custodial staff on the basis of an overtime rotation list subject to the following:
 - a. All eligible employees shall be placed on the rotation list each July 1 and each January 1. If an employee refuses overtime three (3) consecutive times that employee's name shall be removed from the rotation list for the balance of that fiscal year.
 - b. When all persons on the rotation list decline to work overtime, the supervision will have the prerogative of securing assistance from whatever source he can which may include personnel from other campuses, substitutes, etc.

4. Employees scheduled to work overtime other than an extension of their regular shift shall be entitled to a minimum of two (2) hours pay. This procedure shall also apply to employees called out on an emergency basis. The overtime rate as specified within the contract shall apply in all cases.

5. Any employee who is required to work or works in an emergency or any overtime shall not have their normal hours reduced to compensate for that time worked.

6. Any employee who accepts overtime and does not report to duty will be moved to the bottom of the rotation and is subject to disciplinary action on the second occurrence.

H. SUBSTITUTIONS IN HIGHER CLASSIFICATIONS AND HELPERS

When an employee of the custodial/maintenance staff substitutes for another custodian/maintenance employee in a position of higher classification, that employee shall be paid the salary differential retroactive to the first day of substitution. The substitute for an employee in a higher classification may be removed at any time at the supervisor's discretion and another employee placed in the vacated position.

Custodial employees assigned to assist mechanical personnel will receive the Special Custodian - Cafeteria rate if assigned for periods in excess of two (2) hours during any one shift. Assignment shall be made by the supervision. Employees assigned as above will work under the direction of a mechanical person.

Mechanical personnel may be assigned to assist in other mechanical classifications and will receive their own rate of pay.

I. PAID VACATIONS

All permanent employees shall receive a paid vacation subject to the conditions listed below.

Vacations shall be as scheduled by the employer in order to fully utilize all manpower and/or equipment in the best interest of the school district. Vacation requests may be submitted at any time but usually should be submitted five working days prior to the requested vacation date. All vacation requests will be given full consideration and will not be unreasonably denied.

The Building and Grounds employees are permitted to request their vacations according to their individual desires. While it is the desire of the Administration to grant requests as submitted, the Administration retains the right to approve or disapprove the requests according to the needs of the school district. There will be no changing of dates after approval has been given by the Administration unless there arises a serious condition affecting the planned date. Should such a situation arise, the person making the request

will be asked to submit the request in writing to their Supervisor outlining in detail the need for a change. The Supervisor will review the request to determine if manpower and work load would permit such a change and then either approve or disapprove the request. If there are more requests for a particular vacation period than can be granted, the senior employee or employees will be given highest priority except that the Administration reserves the right to select certain employees to maintain a proper balance of skills and/or to meet staff needs.

All vacation time accrued for the fiscal year must be used before the following July 31 and may not be accumulated. All vacations by those governed by this contract should normally be taken during the summer season or other times of the year when regular school is not in session, although requests for vacations during the school year will be given consideration. Custodial personnel normally will not be allowed to take vacations during the last two weeks prior to the opening of school.

Vacation leave will be accrued during the fiscal year which is July 1 thru June 30 of the following year.

Vacation leave earned during a fiscal year shall be taken by the end of the following July. (For example, vacation earned during 2008-2009 shall be used by July 31, 2010).

Vacation days are earned on a monthly basis. The full month must be worked before the amount is accrued. Days are accrued at the following rates.

An employee who earns 10 days vacation during the fiscal year will earn them at a rate of .834 days per month.

An employee who earns 15 days vacation during the fiscal year will earn them at a rate of 1.25 days per month.

An employee who earns 20 days vacation during the fiscal year will earn them at a rate of 1.67 days per month.

An employee is not allowed to take more vacation days than they have accrued.

Thereafter -

1 through 5 years: 2 weeks

6 through 9 years: 3 weeks

After 10 years: 4 weeks

Employee's vacations shall be paid at the base rate for each classification including the shift differential they work for the majority of the year. When a vacation absence includes an approved holiday, that holiday shall be added to the vacation period.

J. HOLIDAYS

All holidays shall be celebrated on the date designated by State and/or Federal law. Holiday pay shall be earned regardless of the day of the week upon which the holiday falls (base only, excluding overtime). The Superintendent may designate an alternative Monday or Friday for the recognition of a holiday that falls on a Saturday or Sunday, thereby superseding recognition of the original holiday. Holidays within the meaning of this contract shall include: New Year's Day; the day before New Year's Day; King's Birthday; President's Day; Pulaski Day; Good Friday; Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day and the Friday following; Christmas Day; and the day before Christmas Day.

Notwithstanding the above Holiday contractual language including the Superintendents' ability to designate holidays, the following paragraph shall stand separate and distinct and shall be applied toward the classification(s) that actually work on the specified Holidays during the Heating Season as a stand alone premium for those classifications(s).

All employees shall receive Holiday pay for nine (9) holidays, New Year's Day, the Day Before New Year's Day, Lincoln's Birthday, the Friday prior to Easter Sunday annually, Labor Day, Veterans Day, Christmas, the Day Before Christmas and Martin Luther King Day, shall be time-and-one-half (1.5 times the regular rate of pay) for all hours worked in addition to the regular holiday pay provided to all bargaining unit members.

K. UNIFORMS AND SAFETY EQUIPMENT

The Board of Education shall provide the basic uniforms for all Maintenance and Custodial employees. The color, design, and material shall be selected by the Administration.

Other safety equipment may be provided by the district and the staff shall be expected to wear and/or use such equipment in accordance with the School Code and/or Board policy requirements.

District 204 shall approve and reimburse all employees up to \$100 per year for shoes to be worn at work. The Employee shall be required to show proof of the purchase. The Employees will be required to wear the approved purchased shoes at all times.

L. RETIREMENT

Employees retiring from the Joliet Township High Schools and immediately drawing Illinois Municipal Retirement Fund pension benefits, will be allowed to enroll in either District provided hospitalization insurance coverage or any available Illinois Municipal Retirement Fund System hospitalization insurance coverage for which they are eligible so

long as the insurance companies writing such coverage continue to approve participation by the retirees. The retiree will be responsible for the full amount of the premium applicable to the particular coverage, except that District 204 will contribute one hundred (\$100.00) per month for single coverage or one hundred fifty (\$150.00) per month for family coverage. This payment can be deducted from the amount due District 204 if District provided coverage is selected or paid to the employee if an Illinois State Municipal Retirement System coverage is available and selected. The contribution by District 204 will terminate at age 65.

M. IN-SERVICE TRAINING

1. The Board of Education shall endeavor to provide opportunities for In-Service Training with the objective of furthering the qualifications of employees. The Union, in turn, agrees that it shall be the responsibility of the employees to take advantage of the training. That nature of such training shall be developed by the Administration and the Union but in general shall be limited to those skills and safety practices inherent to this contract. Employees may request a review of their current qualifications and recommendations for additional training and/or experiences.
2. The Board may award tuition assistance. The Board shall determine annually the amount of funds to be spent on tuition assistance. The following guidelines will apply to tuition reimbursement:
 1. An application form which shows the course work to be pursued, the credit to be carried, and the college (seminar/program) to be attended shall be submitted to the Superintendent or designee.
 2. Employees seeking tuition assistance shall apply by April 1 for courses to be taken during the summer or in the first semester and by December 1 for courses to be taken during the second semester (or equivalent time frame for seminar/program). Application deadlines may be extended by mutual agreement of the Board and Union.
3. The Superintendent or the Superintendent's designee shall reply within thirty (30) calendar days of application deadline.
4. Evidence of satisfactory completion of the course (seminar/program) shall be reported to the Superintendent or designee at the end of the term (seminar/program) for which the tuition assistance was granted. If the course (seminar/program) is not satisfactorily completed, the amount will be reimbursed by the employee to the District within thirty (30) days. To be eligible for reimbursement, the employee must return to service in the District for the six months following the semester in which he or she

completed the course (seminar/program). Any employee failing to return for the full six months shall reimburse the Board for the amount provided for such course (seminar/program) within thirty (30) days.

5. No more than one course (seminar/program) may be approved for any term for an employee unless unclaimed funds are available.

N. DEDUCTION OF UNION DUES

During the term of this Agreement, District 204 agrees to deduct Local No. 1 Union Dues from the pay of those employees who execute proper written authorization. Such deductions shall be at the rate of current dues certified by the Union and remitted promptly to Local No. 1.

District 204 shall provide a new hire packet, provided by the Union, which will include, among other materials, a copy of the Contract, contact information for the Union Representatives and stewards, meeting dates, and other Union orientation information to each new hire upon hiring.

District 204 shall, within thirty (30) days of hire, notify the Union in writing of the name, home address, primary telephone number, work location, job classification, part-time/full-time status, shift information, and wage rate of each new employee engaged by the Employer subject to this Agreement. This information shall be transmitted electronically in a common, commercially-available spreadsheet such as Excel.

In January and July, District 204 shall provide Local 1 with the following information for each employee: address, primary telephone number, date of hire, hours of work, wage rate, job classification, part/fulltime status, shift information and work location of all non-supervisory employees of District 204, within the identified jurisdiction set forth in the Collective Bargaining Agreement. Such information shall be transmitted electronically in a common, commercially-available spreadsheet such as Excel.

In consideration of the above described service, the employee and the Union release and discharge District 204 from any and all liability whatsoever arising from such authorization.

O. FAIR SHARE

1. All employees covered by this Agreement who are not members of Local 1, commencing on the effective date of this Agreement, or upon their initial employment, and continuing during the term of this Agreement, and as long as

they remain non-members of Local 1, shall pay Local 1, each month, their fair share of the costs of the services rendered by Local 1 that are chargeable to non-members under state and federal law.

2. Such fair share payment by non-members shall be deducted by the Board from the earnings of the non-member employees and remitted to Local 1, provided, however, that Local 1 shall submit to the Board an affidavit which specifies the amount constituting fair share not exceeding the dues uniformly required of members of Local 1, and which describes the rationale and method by which the fair share was determined, including a description of the expenditures which were excluded in determining the fair share. The amount certified by Local 1 shall not include any fees for contributions related to the election or support of any candidate for political office.
3. Non-members whose religious tenets or teachings of a church or religious body object to a fair share agreement may elect to pay an amount equal to their proportionate share to the District 204 "Clarence D. Stallman Scholarship Endowment Fund" or as provided by law.
4. Local 1 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 action taken by the Board for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any such provisions.

PART IV

Other Provisions of Employment

A. PHYSICAL EXAMINATIONS

The Board requires all new employees to provide evidence of physical fitness to perform assigned duties and freedom from communicable disease, including tuberculosis. Such evidence shall consist of a physical examination and a tuberculin skin test and, if appropriate, an x-ray, made by a physician licensed in Illinois or any other state to practice medicine and surgery in all its branches not more than 90 days preceding time of presentation to the Board, and cost of such examination shall rest with the employee. The Board may from time to time require an examination of any employee by a physician licensed in Illinois to practice medicine and surgery in all its branches and shall pay the expenses thereof from school funds.

B. DEFINITION OF SENIORITY

1. General Seniority. Length of continuous service with the district from the date of original employment in a capacity covered by this Contractual Agreement.
2. Classification Seniority. Length of continuous service in one of the classifications listed in this Contractual Agreement, dated from the date of employee's most recent entry into that classification.

C. PROBATION - TERMINATION

The official date of employment shall be determined by Board action. Each new employee employed in the classifications covered by this contract shall be subject to a ninety(90) calendar day probationary period during which time the employee shall demonstrate his/her ability and demeanor to the satisfaction of the employer. Promoted employees shall serve a probationary period of thirty (30) calendar days. If circumstances warrant, an additional period of not more than sixty (60) calendar days shall be added by the Administration. Employees temporarily filling in for such promoted employee shall be the most qualified, senior, and willing employee. Notice of such an additional period shall be given to the employee and the union prior to the completion of the original probationary period. At any time during this period the employer may release such an employee at its sole discretion without giving rise to a grievance. Upon completion of the probationary period, the employee shall become a permanent employee.

All permanent employees shall be classified for the purpose of work responsibility and applicable rate of wages. The seniority of a permanent employee shall terminate under any of the following conditions:

1. When a laid off employee fails to give notice by registered mail of his intention to return to work within seven (7) days after the Administration has sent to the employee's last known address a registered letter requesting the employee's return.
2. When the employee gives such notice, but fails to return to work within two (2) weeks after the aforesaid letter has been sent to the employee.
3. When the employee resigns their employment.
4. When the employee is discharged for just cause.
5. When the employee violates the terms of a leave of absence or withdraws their money from the Pension Fund.
6. When the employee accepts a pension for which the employee is qualified because of services to the School District, except a disability pension.

D. EXCLUDED EMPLOYEES

Excluded from recognition in this contract are those who may be employed as substitutes on a temporary basis. These individuals are not entitled to any of the welfare or fringe benefits of regular employees and are employed under arrangements other than those described in this contract.

This contract does not apply to newly employed workers during their period of probation.

It will be the policy of the Administration to limit the use of part-time or temporary help. To the extent possible, full time employees will be used for necessary overtime.

The School District shall have the right to hire part-time supplemental summer help at a pay scale as determined by the Administration. Such employees shall not be covered by the contract.

Staff laid off under Part IV, E (Layoffs) of this contract shall be used as substitutes or temporary help first and shall be paid at the rate of \$10.00 per hour.

All temporary positions expected to exceed sixty (60) days will be covered by the most qualified, senior, and willing employee.

E. LAYOFFS

Layoffs shall be in accordance with straight classification seniority for all personnel classified above "Custodian" except that an employee laid off within such classifications shall immediately exercise their general seniority to secure a position in another classification in the district. Layoffs of "Custodial" personnel shall be in accordance with general seniority only.

Employees laid off shall not use the occasion of such layoff to bump into a higher classification for which they may otherwise be qualified. An employee laid off may elect not to use their general seniority and may instead accept such layoff and shall be recalled when the first vacancy is available in the classification from which the employee was laid off. An employee accepting such layoff may, after thirty (30) calendar days elect to be placed on the general layoff list and the employee shall then be recalled to the first vacancy for which the employee is qualified, however, the employee shall not be recalled if a qualified employee with greater general seniority is available.

When adding to the work force, the reverse order of layoff will be followed. Employees laid off from a classification shall be the first to fill subsequent vacancies in that classification without regard to the bid procedure until all employees on layoff, if available, have been recalled before new employees are hired.

In any event, permanent employees expected to be laid off will be given a minimum advance notice of ten (10) working days.

Employees returning from a layoff status shall have continuous general and classification seniority from date of layoff until date returned.

Employees laid off who have accumulated sick leave shall have the same number of sick leave days credited, upon their return as they had accumulated at the time of layoff.

F. PROMOTIONS, TRANSFERS OR RE-ASSIGNMENT

It shall be the policy of the district to inform all bargaining unit employees of new positions or openings in positions already established. Any bargaining unit employee shall have the opportunity to apply for such positions. The selection will be based upon the individual qualifications of those applying as judged by the Administration and approved by the Board of Education. In accordance with this procedure, classification seniority shall prevail for maintenance level staff seeking promotion or transfer, and general seniority shall prevail for custodial staff seeking promotion, providing the employee is qualified as determined by the Administration.

Individuals seeking re-assignment to a lower classification after any probationary period shall use their general seniority to secure any open position.

When an employee accepts a promotion to a supervisor, the employee will have a six (6) month probationary period during which the employee will remain a member in good standing in the bargaining unit. The employee shall have the protection of the Union and have the right to return to his classification.

Vacancies, which occur within any classification, which are approved by the Board of Education are to be posted for a minimum of five (5) calendar days not to exceed ten (10) calendar days, together with a job description and base pay rate of the position that is to be

filled District 204 will email to all of employees a copy of the posting within this bargaining unit. Eligible employees seeking the vacancy shall apply by letter to the Director of Human Resources stating their qualifications as compared to the job description. If by mutual agreement between Administration and Union, it is felt that time is of the essence in posting of positions which are vacant, the contract period of a minimum of five (5) calendar days may be waived and a lesser time allotted for employees to bid on the vacant positions.

Changes in job descriptions will be made only after discussion with the bargaining unit representatives who may make suggestions for clarification or change. Custodian classifications will be kept separate and distinct from mechanical classifications.

All qualified employees applying for job vacancies shall be interviewed within fifteen (15) calendar days of their application and selection of the successful applicant shall be based on the employee's qualifications for the vacant position. Applicants will receive notice of the status of the posting within fifteen (15) calendar days after the effective closing date and shall be promoted, transferred or re-assigned following the action of the Board of Education at their next regularly scheduled Board Meeting.

When openings occur within a given school at the 2nd shift custodial level, the Building Supervisor will make reassignments within the building prior to filling the vacancy or vacancies which occur.

Said procedure will provide for senior employees making application through the Building Supervisor in order that senior employees may change assigned areas of work prior to the filling of the vacancy or vacancies which occur. The Building Supervisor will continue to exercise the right to refuse such change for just cause.

Heating Operators and Maintenance Mechanics promoted from lower category positions must serve a seventy-five (75) day probationary period during the course of the heating season. Maintenance Mechanics and Special Custodians promoted from a lower category position shall begin a seventy-five (75) day probationary period beginning with the first day of work as a Maintenance Mechanic and/or Special Custodian. Individuals who do not successfully complete the probationary period or who voluntarily give up the position bid within the probationary period shall be allowed to return to their previous classification to the last position in that classification that was filled.

The District reserves the right to employ an individual from outside the existing staff after all above procedures have been followed.

Temporary transfers between campuses, not to exceed twenty (20) working days, shall be due to operational necessity or to accomplish cross-training.

G. PERSONNEL FILES

Upon written request, an employee shall have the right to review and have reproduced at his own expense, all materials in the employee's personnel file. Such review and reproduction shall be in the presence of the Director of Human Resources.

Each employee shall have the right to insert material in the employee's personnel file that is relevant to the employee's service, including the right to reply to any material in the personnel file, at any time.

No material derogatory to an employee's conduct, service, character, or personality shall be placed in an employee's personnel file unless the employee receives a copy of such material and notification that said material is being placed in the file(s).

H. DRIVING PRIVILEGES

The following language applies to any bargaining unit employee who operates a motor vehicle as part of his/her job duties. Employees shall be required to notify the Director of Building and Grounds of a disqualification of their driver license, within the next business day of the date they became aware of the disqualification. The employee shall also notify the Director of Building and Grounds if the employee is required to install and use a Breath Alcohol Ignition Interlock Device on the employee's personal vehicle as a condition of being allowed to drive that vehicle. The Employer shall have the right to conduct an annual check of the employee's driving record to determine if that employee has an active driver's license. When an employee reports that his/her license has been suspended or revoked for a non-work related driving offense, depending upon the length of the suspension/revocation, the nature of the offense, and other relevant factors, the Employer will discuss with the Union reasonable options to accommodate the suspension/revocation and will make every attempt to preserve the employee's employment. The Employee shall provide any authorization that is required for the Employer to review the employee's driving record.

PART V

Absences

A. SICK LEAVE

Sick leave shall be granted for the period of such illness upon satisfactory proof of illness if requested by the employer. Such leave to be paid leave to the extent of the employee's accrued sick leave benefit if the employee notifies the employer of his/her illness not later than the first (1st) scheduled work day. Sick leave pay will be paid at the first shift rate for all sick leave. Permanent employees shall accrue sick leave at the rate of seventeen (17) working days per year to a maximum of three hundred twenty-five (325) accumulated sick days.

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness in the immediate family or household. The Superintendent of Schools may approve absence under this general provision for additional cause considered worthy in special cases.

It is understood that the term "immediate family" shall be construed as: spouse, parent, child, brother, sister, grandparents, parent-in-law, brother or sister-in-law, grandchildren or legal guardian.

In cases of severe illness of an employee, sick leave with full base rate pay may be extended for a period up to fifteen (15) working days beyond the accumulated number of days, subject to the review of Director of Human Resources and approval by the Board of Education, upon the request of the employee concerned. Such request should be made in writing to the Director of Human Resources through the Building Supervisor prior to review or approval.

The sick leave policy is continued with agreement that a second, fifteen (15) day extension may not be granted unless the employee has used available vacation time.

The school board may require a physician's certificate, or if the treatment is by prayer or spiritual means, that of a spiritual adviser or practitioner of such person's faith, as a basis for pay during leave after an absence of three (3) days for personal illness, or as it may deem necessary in other cases. If the school board does require a physician's certificate or a certificate from a spiritual healer as a basis for pay during leave of less than three (3) days, the school board shall pay, from school funds, the expenses incurred by the employee in obtaining the certificate. A certification from a qualified health care provider, when requested, must be provided within ten (10) business days.

In addition, the Board agrees to pay the expenses incurred by the employee in obtaining the certificate for an absence of three (3) days or more should the school board make such a request.

B. BEREAVEMENT

A maximum of five (5) days granted per death in immediate family (father, mother, spouse, son, daughter).

A maximum of three (3) days per death of sister, brother, parent-in-law, grandparent or grandchild. A maximum of three (3) days is also allowed for other near relatives who reside in the same household.

Day of funeral per death of a near relative, not residing in the same household.

Bereavement leave taken in accordance with items above shall be taken from sick leave.

Leaves taken for bereavement shall not be subtracted from personal leave unless more than the allowed leave is taken.

C. LEAVE OF ABSENCE

In the event a leave of absence is granted it will be without pay and no fringe benefits will be paid by District 204. Employees may pay their fringe benefits during this absence. In the event a leave is granted it shall not count as additional seniority, however, it will not affect the accumulated general and classification seniority.

D. PERSONAL LEAVE POLICY

All employees shall be granted a maximum of three (3) days of leave for personal business during each school year without loss of pay; however, personal leave is deducted from sick leave.

Personal business is defined as business of a personal nature which cannot be conducted at a time not in conflict with the employee's regular school day (except those items of business connected with income producing endeavors or with another or second position of employment) or an emergency over which the employee has no control which requires immediate attention. Personal leave shall not be used to extend holidays or vacations, except as provided in the following paragraph.

Notice of such leave shall be given as far in advance as possible. In giving notice of such leave or immediately upon return to school from the leave, if the leave was for an

emergency, the employee shall complete the form required by the Board in which he shall indicate the purposes for which the leave was taken.

Requests to use personal leave before and after holidays and vacations periods may be granted by the Administration for attendance or participation, including necessary travel, at significant family events. Such events may include, but not by way of limitation, the wedding, anniversary, or graduation of a member of the employee's immediate family. Employee's requesting such leave must provide a written explanation of the reasons and circumstances for the request. Decisions by the Administration granting or denying such requests shall not be precedential with respect to other similar requests and shall not be subject to the arbitration step of the grievance procedure found in Part VI Section B of this agreement.

E. OTHER ABSENCES

1. Court Appearances.

- a. School connected incident - no loss of salary or leave days.
- b. Jury Duty - salary reduced by amount of fee employee receives for their services - no loss of personal leave.
- c. Personal cases - personal leave used.
- d. Subpoenaed to testify in court - no loss of salary unless employee party to court action.

F. WORKER'S COMPENSATION

All employees of the District regardless of part-time or full-time status are covered by Worker's Compensation Insurance. Worker's Compensation benefits are subject to statutory requirements. Wages will not be paid nor sick leave authorized for any day for which Worker's Compensation salary benefits are paid. Accumulated sick leave may be used for any days of absence not covered by Worker's Compensation. Regular payroll checks, which reflect use of accumulated sick leave, shall continue until the initiation of Worker's Compensation salary benefits. Any employee injured while on the job must report the incident immediately to the immediate Supervisor.

G. MANDATORY DRUG TESTING

Drug & Alcohol testing will be required when an injury on the job requires a trip to a healthcare professional which is off site.

H. FLOATING HOLIDAY

An employee will be entitled to receive one (1) floating holiday with pay each work year (July 1 to June 30) if during the preceding work year the employee used a total three (3) or fewer sick leave and/or personal leave days. The Floating Holiday must be used within the following twelve (12) months after earning the Holiday. If the Floating Holiday is not scheduled in the next twelve (12) months, the employee shall receive eight (8) hours of pay at their current hourly rate.

I. NO CALL/NO SHOW

An employee is required to call in to report their inability to work at least one hour prior to their start time by 1st calling their immediate Supervisor's number. If the Supervisor is not available, messages should be left on their phone and the District's Maintenance Office. An employee may be subject to progressive disciplinary action upon three consecutive working days of No Call/No Show absences. Furthermore, an employee may be subject to discharge from employment upon five consecutive working days of No Call / No Show absences.

PART VI

Resolution of Personnel Problems

A. INDIVIDUAL PROBLEMS

Disputes between the parties which have not been relegated to written grievances shall be handled on an informal basis whereby the employee involved may present his/her problem to the Building Supervisor for resolution. If the employee desires, a representative from the Union may be present in this discussion. (Note: Part VII, Item 4 of this agreement.) It is understood that this informal procedure shall not in any way affect the time limits established in the Grievance Procedure.

B. FORMAL GRIEVANCE PROCEDURE

1. Definition. A grievance, for the purpose of this Agreement shall be defined as any dispute or difference of opinion between the Board and the Union or between the Board and any of its employees covered by this Agreement involving the meaning, interpretation or application of the provisions of this Agreement. Grievances shall be handled in the following manner:

Step 1: Any employee who believes he/she has a grievance shall present it in writing to the Director of Buildings and Grounds or he/she may have the Union Steward present the grievance on his/her behalf. Any such grievance shall be presented within ten (10) working days after the occurrence of the event giving rise to the grievance. The Director of Building and Grounds shall answer the grievance in writing not later than seven (7) days after receipt of the grievance.

Step 2: If the grievance is not settled satisfactorily as provided in Step 1 above, a written appeal shall be submitted to the Director of Human Resources by the Union within seven (7) days of the receipt of their answer in Step 1. A meeting shall be conducted within ten (10) days at which the grievant, Union representative, Building Supervisor, Director of Buildings and Grounds and the Director of Human Resources or their designated representative shall be present. The Director of Human Resources shall provide a written answer to the Union within ten (10) working days.

Step 3: If the grievance is not settled satisfactorily as provided in Step 2 above, a written appeal shall be submitted to the Superintendent by the Union within ten (10) working days of the receipt of their answer in Step 2. A meeting shall be conducted within ten (10) days to resolve the grievance. Upon request of either party, those present in Step 2 shall be present at this meeting. If the grievance is not settled at this meeting, then the Superintendent shall give an answer in writing to the Union within ten (10) working days or within five (5) working days following the next succeeding regular Board Meeting, whichever the Superintendent shall deem appropriate.

Step 4: If the grievance is not settled satisfactorily as provided in Step 3 above, the Union only may appeal in writing to the Superintendent within ten (10) days following the Board's answer, requesting that an impartial arbitrator be produced to give his opinion as to the proper interpretation or application of the provision of the agreement involved. The parties shall meet within ten (10) days thereafter to choose an impartial arbitrator for this purpose. The arbitrator's authority shall be specifically limited to an interpretation of a specific provision, or provisions of this Agreement as applied to the facts of the written grievance involved. The arbitrator shall conduct a hearing on the matter within twenty (20) days of his appointment with a five (5) day notice to the parties of the time and place of the hearing. The arbitrator shall have no right to amend, modify, nullify, ignore, or add to the provisions of this Agreement. His decision shall be based solely upon the interpretation of the meaning or application of terms of this Agreement to the facts of the grievance presented. The arbitrator's decision shall be binding on the Board and the Union, and shall be rendered within twenty (20) days after completion of the hearings. The common costs of the arbitration shall be shared equally by the parties. However, each party shall bear the expense of its representatives and witnesses.

2. Time Limits. A grievance must be filed and appealed within the time limits set forth above or it shall be considered waived (if not filed in time) or settled on the basis of the last answer given (if not appealed in time).

3. Extensions. It is understood that, with the written agreement of both parties, the time limits specified in this Grievance Procedure may be extended or waived.

C. Labor Management Meeting

On a quarterly basis or on an as needed basis a Labor/Management meeting shall be held. The Union will be represented by the Stewards. A Union Representative and no more than 2 bargaining unit at large members will be allowed to attend this meeting if the stewards and the District invite them. Management will be represented by Designated District Personnel and the building supervisors. The Union and Management will send an agenda of items to be discussed at least 3 days prior to the scheduled meeting. Management will respond to the Union items, in writing, within a reasonable amount of time after the meeting. On a yearly basis or on an as needed basis a Workload Committee shall meet and discuss the workload assignments and safety of all of the Custodial Employees.

PART VII

DURATION AND TERMINATION OF CONTRACT

This Agreement shall constitute the entire agreement between the parties and concludes collective bargaining for the term beginning July 1, 2018 until June 30, 2023.

1. The contract shall continue thereafter unless either party gives written notice of its desire to modify or terminate this Agreement not less than sixty (60) days prior to the date of expiration, except for either party may give written notice of its desire to modify the salary provisions (Part III Section A) and insurance provisions (Part III Section D) of the this agreement before May 1, 2021 or, on or before any subsequent May 1. Any such modifications become effective the following July 1.
2. Upon receipt of such notice, negotiating shall commence during the month following the giving of the notice and shall continue until a new or revised Agreement is reached.
3. The contract can be reopened at any time by mutual consent.
4. The Union will notify the Board of any change in the list of Stewards or other Union officers authorized to represent the Union. Stewards are not authorized to enter into agreements pertaining to Item #3, Part VII of the contractual agreement.

UNION REPRESENTATIVES


Edward Bowen, Grievance Center Director
Maria Cortez, Committee Person
Javier Del Torro, Committee Person
Mark Dunn, Committee Person
Robert Mandel. Committee Person

BOARD REPRESENTATIVES

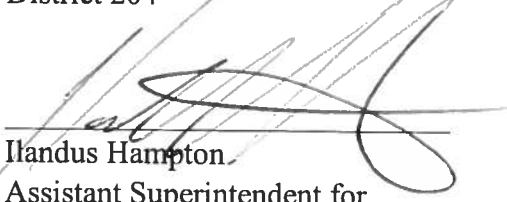
Ilandus Hampton, Chief Negotiator
Christopher Olson, Negotiator
Joseph Lopez, Negotiator
Bart Mushro, Negotiator
Jonathan Crowder, Negotiator
Duane Dibble, Negotiator

In witness whereof, the parties hereto have set their hands this day of August 22, 2018.

For the Union:
SEIU Local 1


Tom Balanoff
SEIU Local 1 President

For the Employer
Joliet Township High School
District 204


Ilandus Hampton
Assistant Superintendent for
Business Services

MEMORANDUM OF UNDERSTANDING

The Board of Education of Joliet Township High School District No. #204 ("the Board") and the SEIU Local 1, Firemen & Oilers Division, ("the Union"), hereby agree as follows:

As a result of High Pressure being reduced to Low Pressure in the Joliet High School Central Physical Plant, effective July 1, 2013, Firemen shall be considered Maintenance Mechanics.

They shall not lose any seniority within the Maintenance Mechanic classification.

No Firemen shall lose any money as a result of this memorandum of understanding. The classification shall work an eight (8) consecutive hour shift with a 30 minute unpaid meal break.

The continuing work that the Firemen performed within the physical plant as a result of similar equipment remaining in operation will be so assigned amongst the Maintenance Mechanic and Heating Operator classifications.

All occurrences of the term Firemen will be eliminated from the contract.