

	<p>ELMWOOD PARK</p> <p>CUSTODIAN/ MAINTENANCE</p> <p>ASSOCIATION</p> <p>AGREEMENT</p> <p>July 1, 2022 to June 30, 2026</p>

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ARTICLE 1

RECOGNITION AND DEFINITIONS

1.1 Recognition

The Board of Education of Elmwood Park School District No. 401, Cook County, Illinois (hereinafter referred to as the "Employer" or the "Board") recognizes the Elmwood Park Custodian Association, an affiliate of IEA/NEA, (hereinafter referred to as the "Association" or the "Union") as the sole and exclusive bargaining representative for all full-time and part-time custodial, maintenance and courier personnel (1.3A.4) (hereinafter referred to as the "Employee" or "Bargaining Unit Member") exclusive of the short term employees employed one hundred twenty (120) consecutive days or less, custodial employees and managerial employees, as defined in the Illinois Educational Labor Relations Act including the Director of Buildings and Grounds.

1.2 Part-Time Employees

Employees included in the bargaining unit, employed less than full-time shall receive compensation and benefits on a pro-rata basis.

1.3 Definitions

A. Employee

1. **Full-Time:** An Employee who is employed at least forty (40) hours per week.
2. **Part-Time:** An Employee who is employed less than forty (40) hours per week, but at least 20 hours per week.
3. **School-Year Bargaining Unit Members/Employees:**
Bargaining Unit Members employed to work on all teacher employment days and including ten (10) working days before and after the school year except designated holidays.
4. **Full-Year Bargaining Unit Members/Employees:**
Bargaining Unit Members who are employed to work on a twelve (12) month basis, under the following classifications: Head Custodian, Building or Grounds Maintenance, Night Supervisor, Full or Part-time Custodian, and Courier.

1 and the remedy requested. The supervisor shall arrange for a meeting to take
2 place within fifteen (15) days after receipt of the grievance. Such grievance shall
3 be submitted within five (5) days of the occurrence of the grievance or within five
4 (5) days of when such occurrence should reasonably have become known,
5 whichever shall first occur. Within five (5) days of the meeting, the employee
6 and/or the Association shall be provided with the supervisor's written response.
7

8 **B. Step Two:** If the grievance is not resolved at Step One, the employee and/or
9 the Association may refer the grievance in writing to the Superintendent or
10 designee within five (5) days after receipt of the Step One answer. The
11 Superintendent or designee shall arrange for a meeting to take place within five
12 (5) days after the receipt of the appeal. The Superintendent or his designee shall
13 consult with the Board of Education at their next regularly scheduled meeting
14 following the Step Two grievance meeting. Within five (5) days of the
15 consultation, the employee and/or the Association shall be provided with the
16 written response of the Superintendent or designee.
17

18 **C. Step Three:** If the Association is not satisfied with the disposition of the
19 grievance at Step Two, the Association may submit the grievance to binding
20 arbitration. The American Arbitration Association shall act as the administrator
21 of the proceedings. If a written demand for arbitration is not filed within five (5)
22 days of the date for the Step Two answer, then the grievance shall be deemed
23 withdrawn.
24

25 The arbitrator shall consider and decide only the specific issues submitted to
26 him/her in writing and shall base the decision solely upon his/her interpretation of
27 the meaning or application of the specific terms of this Agreement to the facts of
28 the grievance presented.
29

30 **2.4 General Provisions**
31

32 **A.** Each party shall bear the full costs of its representation. The cost of the arbitrator
33 and AAA shall be divided equally between the parties. If either party requests a
34 transcript of the proceedings, that party shall bear the full costs for that transcript.
35 If both parties order a transcript, the cost of the transcripts shall be equally shared
36 between the Board and the Association.
37

38 **B.** The grievant is allowed representation of his choosing at any step of the process.
39 When an employee is not represented by the Association, the Association may be
40 present as an observer at all meetings.
41

42 **C.** To the greatest extent possible, the processing of a grievance shall be during an
43 employee's non-working time. If the grievant is required by the Board to be
44 involved in the processing of a grievance during work hours, he/she shall be
45 excused from work for such purposes without loss of pay.
46

- 1 D A grievance may be withdrawn at any level, but if withdrawn it shall be deemed
2 denied.
3
- 4 E. The failure of the grievant or Association to act within the time limits set forth
5 shall preclude further appeal of the grievance. Upon failure of the Board to meet
6 the time limits prescribed in this Article, the grievance shall be advanced to the
7 next highest level.
8
- 9 F. If the Association and Superintendent agree, Step One of the grievance procedure
10 may be bypassed and the grievance brought directly to Step Two.
11
- 12 G. The Association and Superintendent by mutual agreement may extend time lines
13 for purposes of investigating alleged grievances.
14
15

16 ARTICLE 3

17 EMPLOYEE RIGHTS

18 3.1 Right to Organize and Participate

19
20
21
22 Employees shall have the right to organize, join and assist the Association, to participate
23 in negotiations with the Employer through representatives of their own choosing, and to
24 engage in other legal activities, individually or in concert, for the purpose of establishing,
25 maintaining, protecting or improving conditions of service and the quality of the
26 educational environment subject to the provisions of this Agreement.
27

28 3.2 Discipline/Discharge

29
30 After the probationary period, no employee shall be discharged without just cause.
31

32 Progressive discipline steps may include the following: oral reprimand, written
33 reprimand, suspension, and discharge. The District agrees in principle to the tenets of
34 progressive discipline for non-probationary employees; provided, however, that more
35 severe misconduct may justify more serious discipline (up to and including immediate
36 discharge) without any prior progressive discipline.
37

38 3.3 Employer Hearings/Employee Rights

39
40 When any employee is required to appear before the Board concerning any matter which
41 could directly and adversely affect the continuation of that employee's employment,
42 he/she will be entitled to have a representative of his/her choice at such meeting. When
43 any employee is required to appear before a member of central administration to discuss
44 that employee's proposed suspension or termination, he/she shall be entitled to have a
45 representative from the Association at such meeting.
46
47

1 **3.4 Break Period**

2
3 Each employee shall be entitled to a duty free break period subject to such rules as may
4 be established by the Board. Breaks shall be fifteen minutes in length.

5 Full time employee breaks are to be taken after the first two hours and during the last two
6 hours.

7
8 Part-time employee breaks are to be taken after the first two hours of the shift.

9
10 No break is to be used in conjunction with the lunch break.

11
12 **3.5 Rules and Regulations**

13
14 Board policies and regulations relating to custodial personnel are available on the District
15 website.

16
17 **3.6 Employee Notification of Assignments**

18
19 Absent unusual circumstances, an employee shall be given written notice of his/her
20 regular assignment prior to the start of the forthcoming school term. In the event changes
21 in such assignments are made, the employee shall be notified as soon as possible. If the
22 employee is dissatisfied with his/her assignment, he/she may request a meeting with the
23 Director of Buildings and Grounds.

24
25 **3.7 Transfers**

26
27 The parties agree that involuntary transfer of Bargaining Unit members are to be affected
28 only for reasonable and just cause or for improving the work environment or overall
29 operations of the school district. If the employee is dissatisfied with the transfer, s/he
30 may request a meeting with the Association President and the Director of Buildings and
31 Grounds.

32
33
34 **ARTICLE 4**

35
36 **ASSOCIATION RIGHTS**

37
38 **4.1 Board Meetings - Notification**

39
40 Notification of all School Board meetings are available on the District website:
41 www.epcusd401.org.

42
43 **4.2 Board Minutes - Association Copies**

44
45 Copies of all approved Board minutes (excluding closed session minutes) approved after
46 the effective date of this Agreement are available on the District website:
47 www.epcusd401.org.

1
2 **4.3 Names and Addresses - New Employees**
3

4 Pursuant to Section 3(c)(2)(B) of the Illinois Educational Labor Relations Act, names and
5 addresses of newly hired employees shall be provided to the Association within fourteen
6 (14) days after their hiring.
7

8 **4.4 Association Rights - Exclusive**
9

10 The rights granted to the Association in this Agreement shall not be granted or extended
11 to any competing labor organization for the term of this Agreement, except for those
12 labor organizations certified as the exclusive representative of other employees of the
13 District.
14

15 **4.5 Payroll Deductions**
16

17 A. Proper authorization for membership payroll deduction shall be the signature of
18 the employee on an authorized form prepared by the Association and submitted to
19 the Superintendent or his/her designee. The terms and conditions of such payroll
20 deductions shall be consistent with said authorization subject to the following.
21

22 B. Authorizations submitted to the Superintendent or his/her designee by the 15th of
23 any month shall become effective by the first pay period of the following month.
24 Such payroll deductions shall be equally deducted over the remaining pay periods
25 and remitted to the Association within ten (10) calendar days following the date
26 of deduction.
27

28 C. The payroll deduction authorization shall remain in effect according to its terms,
29 provided such authorization may be revoked in writing by the employee at least
30 thirty (30) days prior to the date upon which such payroll deduction is to
31 terminate. Such authorization revocation shall be provided in writing to the
32 Business Office by the employee, with a copy provided by the employee to the
33 Association. Such authorization shall be deemed to be automatically revoked
34 upon termination of employment.
35

36 D. Pursuant to 115 ILCS 5/11.1(e), upon receipt by the Association of an appropriate
37 written authorization from an individual educational employee, written notice of
38 authorization shall be provided to the District and any authorized deductions shall
39 be made in accordance with law. The Association shall indemnify the District for
40 any damages and reasonable costs incurred for any claims made by an educational
41 employee for deductions made in good faith reliance on its notification.
42

43 E. All members of the bargaining unit shall use Direct Deposit for salary payments
44 unless exceptional circumstances exist, whereupon the Superintendent or designee
45 may grant a personal exception to this rule.
46
47

1 **4.6 Association Use of District Facilities and Equipment**

2
3 The Association shall be permitted the use of available school buildings for meetings of
4 the Association pursuant to reasonable advance notice to the building principal, provided
5 that this section shall not apply where there are more than fifteen (15) persons in
6 attendance unless at least 90% of those in attendance are employees of the Board or
7 members of their immediate family and provided that the Association shall promptly
8 reimburse the Board for any expenses incurred therewith and for any damages that may
9 arise there from. All Association members shall be entitled to attend not more than four
10 (4) meetings in each school year even if such meeting conflicts with their regularly
11 scheduled work time, provided such meetings shall not exceed one (1) hour in length, and
12 shall be scheduled at such times as will affect the working hours of the fewest number of
13 employees.
14

15 **4.7 Bulletin Boards**

16
17 The Association shall be permitted the use of a bulletin board in each school building
18 designated by the administration for the purpose of internal communications, provided all
19 such publications shall be identified as Association material and initialed by the
20 authorizing office of the Association.
21

22 **4.8 Restrictions on Association Use of District Facilities, Equipment and Bulletin**
23 **Boards**

24
25 The Association's rights under Paragraph 4.6 and 4.7 are contingent upon the absence of
26 any need by the School District to use such equipment or property for any aspect of the
27 school program and that such use by the Association shall be restricted to occasions
28 where designated school employees are present.
29

30 **4.9 Credit Union**

31
32 The Employer shall provide an optional payroll deduction plan for the District designated
33 Credit Union. Participation therein shall be subject to the policies, rules and regulations
34 of said Credit Union.
35

36 **4.10 Maintenance of Membership**

37
38 This section has been removed based on the U.S. Supreme Court decision in *Janus v.*
39 *AFSCME*, 138 S.Ct. 2448 (2018). During the term of this contract, in the event that the
40 law changes to permit Fair Share provisions, the parties agree to meet and bargain the
41 impact.
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ARTICLE 5

EMPLOYER'S RIGHT

5.1 The Employer retains its statutory right to manage the school district as respect to matters of inherent managerial policy, which shall include, but not be limited to, such areas of discretion or policy as the functions of the Employer, standards of services, its overall budget, the organizational structure and selection of new employees and direction of new employees. Implementation of these rights shall be consistent with the Agreement and with the Illinois Educational Labor Relations Act.

ARTICLE 6

WORKING CONDITIONS

6.1 Work Day

A. Full-Time Employees

The standard workweek for all full-time employees shall be forty (40) hours per week and eight (8) hours per day. Each employee shall be entitled to a lunch or dinner break of thirty (30) minutes, which shall not be included within the forty (40) hour week or eight (8) hour day. See section 3.4 regarding Break Period.

Any full-time employee required to work in excess of forty (40) hours per week shall be paid at the rate of one and one-half (1.5) times the normal rate of pay, provided, however, that head custodians shall conduct weekend or holiday building inspections as part of their regular duties without additional compensation. In the event there are no volunteers, the employer reserves the right to assign the appropriate employee. The Employer retains the right to assign at least one custodian per building on a Tuesday through Saturday shift as well as realign the shifts (days or hours) of all Custodial/Maintenance personnel. Such assignment can be implemented upon one-week notice to the effected employee.

Any full-time employee required to work:

- **The first emergency call:** On a Sunday or Holiday – paid a two (2) hour minimum, at two (2) times (double-time) the rate of pay. On Monday through Saturday – paid a two (2) hour minimum, at the overtime rate of pay.
- If an additional emergency call is necessary for the same situation at the (same building) – the employee will be paid for actual time worked at the appropriate rate of pay (time and a half after 40 hours, Sunday or Holiday pay--see above) after the initial two hours.

A full-time employee will be paid at the rate of one and one-half (1.5) times the employee's normal rate of pay for snow removal required to be performed outside of the employee's scheduled work hours.

1
2 Any full-time employee required to work on a Sunday or holiday will receive
3 compensatory time or pay at the rate of two (2) times (double-time) the normal
4 rate of pay for hours worked on the Sunday or holiday in excess of forty (40)
5 hours for the relevant workweek.
6

7 In calculating hours worked for overtime purposes, the calculation will include
8 actual hours worked, paid vacation, paid bereavement leave, and paid holidays.
9 Other paid leave does not count toward the 40-hour requirement.
10

11 **B. Part-Time Employees**

12 Part-time employees employed for at least twenty (20) hours per week, but less
13 than forty (40) hours per week, shall be provided one (1) fifteen (15) minute break
14 for every workday of at least four (4) hours in length. Part-time employees
15 employed for any workday for more than four (4) hours shall also be entitled to
16 one (1) twenty (20) minute food break which shall not be included within the
17 workday. All breaks must be separated by at least sixty (60) minutes.
18

19 **6.2 Holidays**

20
21 Employees shall be provided 15 paid holidays per year, with the schedule to be
22 determined annually. The Superintendent or designee will notify employees of the
23 schedule when the District calendar is approved.
24

25 In order to receive holiday pay, the employee must work the scheduled work days
26 immediately, prior to, and after the scheduled holiday.
27

28 Eligible employees shall be paid for those holidays approved annually by the Board and
29 reflected on the school calendar. Any such holidays shall be paid provided the holiday is
30 celebrated on a scheduled workday. In order to be eligible for holiday pay, the employee
31 must work the scheduled workdays immediately before and after the holiday, unless
32 absent due to a scheduled vacation. In the event Christmas Eve, Christmas Day, New
33 Year's Eve or New Year's Day falls on a weekend day, the relevant scheduled workday
34 immediately preceding or following the holiday shall be paid, provided school is not in
35 session. In the event Independence Day falls on a weekend day, the relevant scheduled
36 work day immediately preceding or following the holiday shall be paid as declared by the
37 Board and provided school is not in session.
38

39 **6.3 Uniforms and Equipment Provided**

40
41 A. The employer shall provide, without cost to the employee, uniforms in a style and
42 color for appropriate employees as determined by the employer.
43

44 B. The Board shall provide, without cost to the employee, such equipment as is
45 deemed necessary by the Board for the employee to perform his/her duties.
46

1 C. The Board shall provide, without cost to the employee, colored safety vests for
2 employees performing outdoor duties.

3
4 D. Each employee in the position of Head Custodian or Grounds/Maintenance will
5 be reimbursed up to \$200 per year during the period of this collective bargaining
6 agreement, for work-appropriate outerwear for cold weather. Receipts for
7 outerwear purchases must be provided by the employee to the Director of
8 Buildings and Grounds. Reimbursement will be issued to the employee after
9 he/she provides an appropriate receipt.

10
11 **6.4 Overtime**

12
13 A. Eligible employees working assigned, pre-approved time in excess of forty (40)
14 hours shall be given either overtime pay or compensatory time at the rate of one
15 and one-half (1.5) times, the employee's regular rate of pay. The employee may
16 elect to take either overtime pay or compensatory time off.

17
18 B. In the event overtime is required, the Director of Building and Grounds or
19 designee shall solicit volunteers to fill the overtime positions. Overtime shall be
20 offered based on a simple rotation of all bargaining unit members, unless the job
21 requires special skills, beginning with the most senior member. If a member
22 accepts the offer, or if they refuse the offer, their name goes to the bottom of the
23 rotation list following that assignment. Training will be offered for members
24 accepting overtime assignments in buildings or tasks with which they are
25 unfamiliar. In the event no volunteers are available or the volunteers available are
26 unqualified in the opinion of the Director of Building and Grounds or designee,
27 overtime may be assigned. Reasonable advance notice will be given to employees
28 assigned overtime.

29 If a designated assignment is refused more than three (3) times, a written
30 reprimand may be executed.

31
32 C. Only forty-five (45) hours of compensatory time can be earned in a contract year.
33 Use of compensatory time must be approved by the employee's immediate
34 supervisor. Compensatory time earned must be used during the contract year in
35 which it is earned or cashed in for pay at the rate in effect for the employee at the
36 time the employee receives such payment.

37
38 D. All overtime hours worked must be pre-approved in writing by the Director of
39 Buildings and Grounds and submitted on a timesheet to the Director of Buildings
40 and Grounds in accordance with business office procedures for processing
41 payroll. Requests for use of compensatory time off shall be submitted in writing
42 to the Director of Buildings and Grounds in accordance with business office
43 procedures for processing payroll.

44
45 E. Head custodians shall not receive overtime compensation except with the prior
46 written approval of the Director of Buildings and Grounds, or except in
47 emergencies which shall be explained as soon as practicable.

- 1
2 F. In the event an employee's regular permanent assignment requires the
3 performance of duties in more than one job classification, the overtime pay rate to
4 be used to calculate compensation for the employee for the overtime work shall
5 be the rate of the classification which caused the employee to work such overtime
6 hours.
7
8 G. In no case will there be overtime paid for heat checks during the weekend or
9 during times when schools are in session, or during a holiday when heat checks
10 are provided by the Head Custodian or designee.
11

12 **6.5 Attendance and Call In Procedure**

- 13
14 A. If you are a day employee, your absence must be called in to the Director of
15 Buildings and Grounds at least one hour prior to the starting time on the day of the
16 absence. If you are a night employee, your absence must be called in to the Director
17 of Buildings and Grounds prior to noon on the day of the absence. In the event that
18 you are unable to meet these timelines due to a personal emergency, please contact
19 the Director as soon as possible.
20
21 B. When an employee is absent, the employee will enter the absence in the electronic
22 employee management system (currently, Frontline).
23
24 C. All employees are required to hand scan in and out immediately before and after
25 completing their shift. When additional time is needed to go beyond the regular work
26 day, approval must be granted by the Director of Buildings and Grounds prior to
27 working the extra time, or, in the event of an emergency, a text or phone message
28 must be sent to the Director providing information about the request for extra time.
29
30 D. Hand scanning out for lunch is required when you leave your assigned building.
31 Hand scanning is required upon your return.
32
33 E. All employees are required to start their shift at the designated time. If an employee
34 is late, the employee will be docked for that amount of time. All employees are
35 required to end their shift at the designated time. Make-up time at the end of a shift is
36 not allowed.
37
38

39 **ARTICLE 7**

40 **LEAVES**

41 **7.1 Sick Leave**

42
43 Employees will be awarded twelve (12) sick days annually, granted on July 1 of each
44 year. New employees may have their sick day allocation pro-rated depending on their
45 starting date. Partial months are not counted unless ten (10) or more days are worked.
46
47

1 Total accumulation of sick days shall not exceed 190 days.

2
3 Sick leave shall include absence because of death or serious illness in the immediate
4 family, including husband, wife, sister, brother, father, mother, children, grandparents,
5 uncles, aunts, nephews, nieces, father-in-law, mother-in-law, brother-in-law, sister-in-
6 law, son-in-law, daughter-in-law, and for funerals of these relatives. In the case of
7 illness, a doctor's certificate may be required by the Board of Education before such pay
8 is given.

9
10 If a paid holiday occurs during a time of sick leave absence, non-certificated personnel
11 shall not be charged a day of sick leave for said holiday.

12 **7.2 Paid Bereavement**

- 13
- 14
- 15 ■ Five (5) bereavement days will be granted annually for the death of a parent, spouse
16 or child.
- 17 ■ One (1) bereavement day will be granted per occasion for the death of other
18 immediate family members of employee or spouse. Immediate family is defined in
19 sick leave. Up to five (5) days will be granted annually.
- 20 ■ Use of sick time is permitted if additional days are needed.
- 21

22 **7.3 Personal Leave**

23
24 Full-time employees shall be granted two personal days annually. Such days shall be
25 granted only for reasons which cannot be scheduled except during an employee's
26 designated work time, and which affect the financial welfare of the employee, for court
27 appearances, for religious holidays, for illness or death (non-relative), and for
28 emergencies approved by the Superintendent or his designee. Such days shall not be
29 available in the event of a work stoppage of any kind.

- 30
- 31 A. Employees shall make application through the Director of Buildings and Grounds
32 forty-eight (48) hours in advance. Applications submitted to the Director of
33 Buildings and Grounds must be signed by the Business Manager or designee.
- 34
- 35 B. Personal distress days shall not be granted the day before or the day after a school
36 holiday or vacation.
- 37
- 38 C. Unused personal distress days shall accumulate as sick leave.
- 39
- 40 D. A third day, which shall be non-cumulative, may be granted by the
41 Superintendent or his designee in accordance with the above procedures. The
42 decision of the Superintendent or his designee shall be non-grievable and non-
43 precedential. An amount equal to the base pay of the substitute will be deducted
44 from the employee's pay.
- 45
- 46
- 47

1 **7.4 Accident or Injury Leave**

2
3 Any absence incurred by an employee which results from an accident or injury incurred
4 while performing duties for School District No. 401 shall not be charged against an
5 employee's sick leave days and the Board shall pay the employee's wages and benefits in
6 full until the employee becomes eligible to apply for Worker's Compensation benefits. If
7 the employee remains unable to work for fourteen (14) or more days due to the accident
8 or injury, the employee will remit any Worker's Compensation benefits awarded for the
9 waiting period days (i.e., 3 days) to the District within fourteen (14) days of receipt of
10 said benefits. If the employee fails to remit said benefits within the 14-day time period,
11 the Board may deduct from the employee's pay an amount equal to the Worker's
12 Compensation benefits for the 3-day waiting period, provided that the deduction-related
13 requirements of the Illinois Wage Payment and Collection Act are met. The Board shall
14 not be responsible for the payment of wages or benefits of an employee once that
15 employee is eligible to apply for Worker's Compensation benefits. However, while an
16 employee is receiving temporary total disability (TTD) worker's compensation payments,
17 the employee may use one (1) accumulated sick day for every three (3) days of worker's
18 compensation leave. Generally, a position is held for the period of time the doctor
19 (worker's comp. doctor) disallows returning to work. However, this does not apply if the
20 employee has reached maximum medical improvement and is unable to return to his/her
21 position. In addition, if the employee fails to return to work upon the physician release,
22 the position will no longer be held. While an employee is off work on unpaid leave, the
23 employee will not accumulate sick leave or vacation leave unless the unpaid leave is in
24 conjunction with FMLA or Worker's Compensation leave.

25
26 **7.5 Jury Duty**

27
28 An employee shall experience no loss in pay or paid leave benefits because of jury duty
29 or because the employee, pursuant to a subpoena issued by the clerk of the court and
30 served upon the employee, attends as a witness upon trial or to have his/her deposition
31 taken in any school related matter pending in court. The Board may deduct from the
32 employee's pay an amount equal to the amount received for such jury duty or for per
33 diem fees to which the employee is entitled for complying with such subpoena, less any
34 transportation expenses incurred by the employee and documented to the Business
35 Office. Employees required appearing for such jury duty; trial or deposition shall
36 immediately provide the principal with a copy of the jury summons or subpoena.

37
38 **7.6 Release Time**

39
40 When negotiations, grievances, arbitrations, or any other usual and normal function of
41 labor-management relations are conducted during an employee's regular work hours,
42 release time shall be provided for any and all employees involved without loss of pay.

43
44 **7.7 In-Service Training**

45
46 There may be three (3) in-service days for employees during a regular year, if requested.
47 Employees may submit ideas for in-service trainings to the Director of Buildings and

1 Grounds to consider. Each employee may attend in-service training outside the district
2 by providing the Superintendent with the time, place and general overview of the in-
3 service taking place at least five (5) days prior to the event taking place. The in-service
4 must be approved by the Superintendent or designee. For in-service trainings approved
5 by the Superintendent (or designee), the District will pay the cost of the in-service or
6 reimburse the employee for the cost of the in-service.
7

8 In the event of a major training (more than two (2) days of training), the employee will
9 discuss the feasibility of such training with his/her immediate supervisor.
10

11 The provisions granted in this article are in addition to those granted under the Illinois
12 School Code, Section 3-11.
13

14 **7.8 Family and Medical Leave Act (FMLA)**

15
16 Employees will be eligible for and have access to leave under the Family Medical Leave
17 Act, as provided in the Act. The Board's Family and Medical Leave Act
18 Policy shall be included in the Board Policy Manual. Required FMLA notices shall be
19 posted at the District's schools where they may be readily seen by employees.
20

21 The FMLA form can be obtained on the District's intranet.
22

23 **ARTICLE 8**

24 **VACATIONS**

25 **8.1 Vacation Scheduling**

26
27
28 Full-time employees shall be entitled to paid vacation time as set forth in Section 8.2
29 below. Vacation time shall be scheduled on a form prepared by the Director of Buildings
30 and Grounds. Whenever possible, the requested scheduled time for each eligible
31 employee shall be granted, subject to the maintenance needs of the building and the
32 approval of the principal or designee upon at least **six (6) weeks** advance notice from the
33 employee(s). If unforeseen circumstances occur, vacation requests may be considered
34 with less than six weeks notice, but the request may be subject to rejection. In instances
35 where conflicts in scheduling arise, the employee with the greatest seniority shall be
36 given preference. Only two (2) employees will be allowed to use paid vacation time in
37 the month of August. Requests for vacation time in August are to be submitted no earlier
38 than the preceding September 1 and will be considered on a first-come, first-served basis,
39 except that no employee may take paid vacation time in August in consecutive years.
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1 **8.2 Vacation - Annual Allotment**

2
3 Full-time employees shall accrue vacation time on the following schedule based on a
4 July 1 - June 30 fiscal year.

5
6 Less than one (1) year -- one (1) day per full month worked not to exceed ten (10)
7 days

8
9 One (1) year to five (5) years -- ten (10) days

10
11 Six (6) years to fifteen (15) years -- fifteen (15) days

12
13 More than fifteen (15) years -- twenty (20) days*

14
15 * Except that any employee who received 22 vacation days during the 2019-2020
16 school year will continue to receive 22 vacation days annually.

17
18 With reference to “part-time employees”: (see section 1.2), vacation accrued for part-time
19 employees is .5 of full-time (ten days vacation = 10, four (4) hour days). If a part-time
20 employee becomes full-time, accrual begins at year one.

21
22 **8.3 Use and Accumulation of Vacation Time**

23
24 Vacation time shall be used in the school year following the school year it is earned.
25 Employees may accumulate one (1) week of earned vacation time, which must be used in
26 the succeeding school year, or up to one (1) week may be converted to sick days. Written
27 notice must be submitted by June 1 if conversion is requested.

28
29 **8.4 Vacation Pay Upon Termination**

30
31 Upon termination an employee shall be paid for all unused vacation time on a pro-rata
32 basis.

33
34
35 **ARTICLE 9**

36
37 **EMPLOYEE EVALUATIONS**

38
39 **9.1 Formal Evaluations**

40
41 All formal evaluations of the work of each employee shall be conducted with the
42 knowledge of the employee. Informal evaluations may occur on a daily basis. All
43 evaluations remain permanently in a worker’s personnel folder. The Director of Buildings
44 and Grounds will provide an annual written evaluation for all bargaining unit members.
45 The Director of Buildings and Grounds will also be evaluated in written form. Input will
46 be provided by the administration for all evaluations.

1 **9.2 Notification of Evaluation Process**

2
3 Within a reasonable period of time after the beginning of the school term, the Board or
4 designee shall familiarize each employee under his/her supervision with the evaluation
5 process. Such notification of the evaluation process shall continue each year for new
6 employees or, in the event of a change in such process, for all employees.
7

8 **9.3 Evaluation - Frequency**

9
10 The Board or designee shall evaluate each employee at least once during each school
11 year. If an employee requests a formal evaluation at least one (1) such evaluation shall
12 be conducted during that school year or within thirty (30) days if the request is made
13 during June of the school year.
14

15 **9.4 Post-Evaluation Conference and Procedure**

16
17 Within ten (10) employment days following the formal observation, the evaluator shall
18 convene a meeting with the employee to discuss the evaluation. The employee shall be
19 given a copy of the written evaluation at said conference. If the employee disagrees with
20 the evaluation, he/she may submit a written response, which shall be attached to the file
21 copy of the evaluation in question.
22

23
24 **ARTICLE 10**

25
26 **SUBCONTRACTING**

27
28 **10.1** The Board may enter into a contract for custodial or maintenance services currently and
29 routinely performed by custodial or maintenance staff as permitted by Section 5/10-
30 22.34c of the *Illinois School Code*. Nothing herein shall restrict the right of the Board to
31 employ outside contractors or individuals to perform painting services or other limited
32 time or specialized services needed by the District.
33

34
35 **ARTICLE 11**

36
37 **SENIORITY**

38
39 **11.1 Definition**

40
41 Seniority shall be defined as the number of months of continuous service that a full-time
42 employee has worked in a particular job classification in the District. Seniority shall
43 accumulate on a monthly basis and an employee who works at least fifteen (15) workdays
44 in a month shall be credited with one (1) month seniority. Sick days, paid holidays and
45 vacation days shall count toward the monthly number of days worked. Unpaid leaves of
46 absence, layoffs, suspension days, unpaid sick days, etc., shall not count toward the

1 monthly number of days worked. In the event individuals have equal seniority, ties in
2 seniority shall be broken by lot. No seniority credit is accrued by part-time employees.
3

4 **11.2 Classifications within Bargaining Unit**

5
6 For purposes of this Agreement, all bargaining unit members shall be placed in one of the
7 following classifications based on their current assignments:

- 8 A. Custodial
- 9 B. Building Maintenance
- 10 C. Part-Time Custodial
- 11 D. Head Custodian
- 12 E. Grounds Maintenance
- 13 F. Courier
- 14 G. Night Supervisor

15
16 In the event that a custodian has served as a maintenance employee, he shall receive
17 seniority credit for such time served. In the event a maintenance employee has served as
18 a custodian, he shall receive seniority credit for such time served.
19

20 In the event that an employee moves to another classification, seniority credit will not be
21 lost. In addition, an employee moving to a higher paid classification will be paid at the
22 higher non-probationary salary. An employee moving to a lower paid classification will
23 be paid at the lower non-probationary salary. Part-time custodians who move to a full-
24 time position will begin at the probationary salary for that position.
25

26 **11.3 Maintaining and Posting Seniority Lists**

27
28 The Board shall annually prepare and distribute a seniority list to employees covered by
29 this Agreement on or before February 1. An employee shall have until February 15 to
30 challenge his/her placement on the seniority list. Thereafter the list shall be deemed
31 permanent. A copy of the final seniority list shall be provided to the Association.
32

33 **11.4 Loss of Seniority**

34
35 An employee shall lose his/her seniority upon:

- 36 A. Resignation
- 37 B. Dismissal for Cause
- 38 C. Retirement

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ARTICLE 12

REDUCTION IN PERSONNEL, LAYOFF AND RECALL

12.1 Notice

If the bargaining unit member(s) is/are removed, dismissed or laid off as a result of a decision by the Board to decrease the number of bargaining unit employees or to discontinue a particular type of bargaining unit service, written notice shall be given to the employee(s) by certified mail at least thirty (30) calendar days before the employee is removed, dismissed, or laid off, together with a statement of honorable dismissal and the reasons therefore.

12.2 Procedure

The employee(s) with the shorter length of seniority within the respective classifications, as defined in Section 11.2 of this Agreement, shall be dismissed first.

For purposes of implementing this provision, employees with ten (10) or more years of service in the School District shall have seniority calculated based upon total years of service to the School District. Employees with less than ten (10) years of experience shall have seniority calculated based upon years of experience within the classification of position held at the time the reduction in force or layoff occurs. Ties in seniority shall be broken by lot.

12.3 Substitution

A laid off employee shall, upon application of the employee on a form provided for that purpose, be granted priority status on the substitute list based upon his/her seniority. If the employee declines substitute service twice, he/she shall lose priority standing. An employee may appeal to the Superintendent or designee the removal of his/her name from the substitute list upon submission of bona fide evidence of illness or incapacity. The decision of the Superintendent or designee shall be final and non-grievable.

12.4 Recall Rights

If the Board has any vacancies for the following school term or within one calendar year from the beginning of the following school term, the position thereby becoming available within the specific classification as defined in Section 11.2 of this Agreement shall be tendered to the employee(s) so removed or dismissed from that classification so far as they are qualified to hold such position. Recall shall be in order of seniority, with the most senior employee being recalled first. Notice of recall shall be sent by certified mail to the last known address as shown in the personnel records of the Business Office. The recall notice shall state the time and date on which the employee is to report back to work.

1 **12.5 Employee's Obligation to Respond to Recall**

2
3 It shall be the employee's responsibility to keep the Board notified as to his/her current
4 mailing address. A recalled employee shall be given ten (10) calendar days from the
5 mailing of a recall notice, excluding Saturday, Sunday and holidays, to report to work.
6 The Board may fill a position on a temporary basis until the recalled employee can report
7 for work providing the employee reports on the assigned date. Employees recalled to
8 full-time work are obligated to take said work. An employee who declines recall to full-
9 time or fails to report on the assigned date shall forfeit his/her seniority rights.

10
11 **ARTICLE 13**

12 **VACANCIES AND TRANSFERS**

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14
15
16 **13.1 Definition**

17
18 A vacancy shall be defined as a newly created position or a present position that is not
19 filled within the job classification established in Paragraph 11.2. Only the first two (2)
20 vacancies need to be posted if an employee is chosen to fill the vacancy.

21
22 **13.2 Posting of Vacancies**

23
24 All vacancies shall be posted in a conspicuous place in each building of the district for a
25 period of five (5) workdays and the District Human Resources Department will email the
26 posting(s) to the Association President to the President's work email address. Said
27 posting shall contain the following information:

- 28
29 A. Type of Work
30 B. Location of Work
31 C. Classification

32
33 **13.3 Application**

34
35 An employee may apply in writing to the Superintendent or his designee for a vacancy or
36 promotional vacancy at any time during the posting period. After six months probation,
37 an employee shall be granted an interview if he/she so desires. The granting of an
38 interview for a vacancy or promotional vacancy does not presume the employer must
39 award the position to the interviewing employee. The Board shall have the exclusive and
40 sole right to determine who is employed to fill any vacancy.

41
42 **13.4 Notification to the Applicants**

43
44 The Board shall advise any employee seeking to fill a vacancy of its decision after the
45 position has been filled.

1 **13.5 Permanent Employees**

2
3 Effective with this Agreement, when a temporary worker has worked one hundred twenty
4 (120) consecutive days they will be recognized as a permanent employee and member of
5 the bargaining unit. Beginning on the one hundred twenty-first (121st) day, they will
6 receive the salary, benefits and all rights and privileges of a bargaining unit member.
7 This provision will not apply to substitute employees who are filling the position of a
8 regular employee on an approved or required leave of absence who has a contractual or
9 statutory right to return to his or her position at the end of such leave.

10
11
12 **ARTICLE 14**

13
14 **COMPENSATION AND RELATED BENEFITS**

15
16 **14.1 Life Insurance**

17
18 The Board shall pay the premium cost of term life insurance with a benefit amount equal
19 to each employee's salary, but not to exceed \$50,000. The District will purchase an
20 income protection plan, which shall provide the employee 60% of his/her annual
21 compensation until age 65 for any disability due to illness or accident, when considered
22 in conjunction with any benefits from the disability section of the Illinois Municipal
23 Retirement System. The maximum monthly benefit shall be limited to \$2,000.00 per
24 month. The waiting period shall be three (3) months.

25
26 **14.2 Board Payment to Illinois Municipal Retirement Fund**

27
28 From the Compensation Schedule, the Board shall deduct and remit for each employee
29 eligible to participate in the Illinois Municipal Retirement Fund (hereinafter
30 "employee(s)"), a sum equal to the Board's share of the current year's IMRF requirement.
31 It is the intent of the parties, by this Agreement, to qualify these payments as "picked-up"
32 contributions within the meaning of Section 4.14(h)(2) of the Internal Revenue Code so
33 as to be excludable from the gross income of all such employees. Such employees shall
34 have no right or claim to the funds so remitted except as they may subsequently become
35 available upon retirement or resignation from the Illinois Municipal Retirement Fund.

36
37 No such employee shall have the option of choosing to receive the amounts contributed
38 by the Board directly and the assumption and payment of such employees' required
39 contribution to the Illinois Municipal Retirement Fund is a condition of employment
40 made in order to secure each employee's future services, knowledge and experience.

41
42 The balance of the amount due each such employee pursuant to such Compensation
43 Schedule shall be payable to the employee as salary installments as otherwise provided
44 herein, provided the Board shall deduct there from all monies as required by law or as
45 authorized by the employee pursuant to this Agreement, or as otherwise authorized by the
46 Board. Such withholding shall include any and all additional amounts required to be paid
47 to the Illinois Municipal Retirement Fund for the amount of such employee.

1
2 **14.3 Hospitalization, Medical, Vision and Dental Insurance**
3

4 For employees commencing work July 1, 2010 and thereafter, the Board will contribute
5 80% towards the cost of the monthly premium for single coverage, 60% towards single
6 plus one dependent coverage, or 50% towards family coverage. For employees employed
7 prior to July 1, 2010, and employees beginning their fifth year of service, the Board shall
8 contribute 90% towards the cost of the monthly premium for single coverage, 70%
9 towards single plus one dependent coverage, or 65% towards family coverage.

10
11 **14.4 Mileage Within District**
12

13 Employees shall be compensated for all mileage at the current I.R.S. rate of each school
14 year, as a result of personal use of the employee's car in order to perform assigned duties,
15 provided such use has received a written prior approval of the Superintendent or
16 designee.

17
18 **14.5 Pay Days**
19

20 Paydays shall be on the 15th and the last day of the month. In the event a regular payday
21 falls on a holiday or day when the Business Office is closed, such payday will be the last
22 office working day before the regular pay date.

23
24 **14.6 Medical Insurance After Retirement**
25

26 All retiring employees covered under the Illinois Municipal Retirement Fund shall be
27 eligible for coverage under group hospital and major medical insurance at their own
28 expense. (In accordance with 215 ILCS 5/367j (1994), Municipal Employee's
29 Continuance Privilege.) Eligibility for said group hospital and major medical insurance
30 will cease when retiree becomes eligible for Medicare.

31
32 **14.7 Pay Schedule**
33

34 The pay schedule shall be as set forth in Appendix A which is attached to and
35 incorporated in this Agreement.

36
37 **14.8 Severance Award**
38

39 Any bargaining unit member who is at least sixty (60) years of age and retires from the
40 District with at least 15 continuous years of service will receive a severance bonus equal
41 to \$80 for each year of continuous service in the District. A bargaining unit member may
42 declare his/her intention to retire up to two (2) years prior to the actual retirement date. If
43 notice of the intent to retire is received by June first of the year before or two years before
44 the retirement date the District will apply as much of the severance bonus as possible to
45 increase the bargaining unit member's salary up to a maximum of 6% over the previous
46 year's salary. If there is any of the severance bonus remaining after increasing the
47 member's salary to 6% that money will be paid in a single lump sum to the bargaining

1 unit member between 35 and 60 days following the date of retirement. If a bargaining
2 unit member gives two (2) years notice of the intent to retire, the severance award will be
3 applied equally to the last two year's salary in an attempt to increase the salary by a
4 maximum of 6%.

5
6 **14.9 Pay Upgrade**
7

8 When the District requires a bargaining unit member to do the work of a position that has
9 a designated pay rate greater than that of the position the bargaining unit member holds,
10 the District will pay the bargaining unit member the differential between the two (2)
11 starting pay rates beginning on the sixth (6th) consecutive day that the bargaining unit
12 member is doing the work of this higher grade position.
13

14 **14.10 Probation**
15

16 New employees must successfully complete a probationary period of nine (9) consecutive
17 months. Probationary employees may be dismissed at any time during the probationary
18 period, without recourse. Upon hiring for full-time status, the probationary period begins
19 regardless of the time spent as a substitute in the District.
20

21 **14.11 Advanced Training Programs**
22

23 A. The benefits listed in this section are available after successful completion of the
24 following programs:

- 25 1. Facilities Engineering Technology Certificate (33 credit hours) through
26 Triton College.
- 27 2. Facilities Engineering Technology Associate Degree in Applied Science
28 through Triton College.

29 B. In order to be eligible for the benefits listed in this section, the employee must:
30

- 31 1. Obtain prior written approval from the Assistant Superintendent for
32 Finance & Operations/CSBO, before beginning the program; and
- 33 2. Successfully complete the program and be awarded the Certificate or
34 Associate Degree, as applicable; and
- 35 3. Provide the District with appropriate documentation of successful
36 completion of the program and receipt of the Certificate or Associate
37 Degree, as applicable.

38 C. An employee who satisfies the eligibility criteria will receive the following
39 benefits:
40
41
42
43
44
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46

1 provisions of this Agreement shall be incorporated into and be considered part of the
2 established policies of the Employer.

3
4 **15.5 No Strike - No Lockout**

5
6 During the term of this Agreement and any extension thereof, the Board shall not lock-
7 out its employees and no employee covered by this Agreement nor the Association, nor
8 any person acting on behalf of the Association, shall ever or at any time engage in,
9 authorize, or instigate any picketing, any recognition of any picket line on the School
10 District's premises, any strike, slow-down or other refusal to render full and complete
11 services to the Board, or any activity whatsoever which would disrupt in any manner, in
12 whole or in part, the operation of the School District. In the event of any violation or
13 violations of any provisions of this section by the Association, its members or
14 representatives or by the employee, any violating employees shall be subject to discipline
15 or discharge as determined appropriate in the sole and unilateral discretion of the Board.

16
17 **15.6 Waiver of Bargaining**

18
19 The Association acknowledges that during the negotiations resulting in this Agreement, it
20 had the unlimited right and opportunity to make demands and proposals with respect to
21 any subject or matter not removed by law or by specific agreement of the parties and that
22 the understanding and agreements by the parties after the exercise of that right and
23 opportunity are set forth in this Agreement. Therefore, the Association, for the life of this
24 Agreement, voluntarily and unqualifiedly waives any right which otherwise may exist
25 under law, practice, or custom to negotiate over any matter during the term of this
26 Agreement, and it agrees that the Board shall not be obligated to bargain collectively with
27 regard to any matter or subject referred to or covered in this Agreement, or with respect
28 to any subject or matter not specifically referred to or covered in this Agreement even
29 though such subject or matter may not have been within the knowledge or contemplation
30 of either or both of the parties at the time that they negotiated or signed this Agreement,
31 except the Board and the Association shall be required to bargain over the impact of any
32 major change in working conditions. A major change in working conditions shall be
33 interpreted to mean subcontracting services as required by Article 10, an increase of work
34 responsibility of twenty percent (20%) or more, or the like.

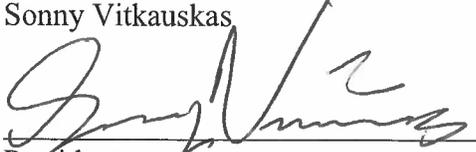
35
36 This provision shall not be construed to prohibit the Board from making unilateral
37 changes in Board policy and practices provided such changes do not conflict with the
38 express provisions of this Agreement. Moreover, this provision shall be construed
39 subject to Article 5 of this Agreement.

40
41 **15.7 Duration**

42 This Agreement shall be effective with the start of normal business on July 1, 2022 and
43 shall remain in full effect until the close of business on June 30, 2026.

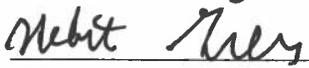
1 ELMWOOD PARK CUSTODIAN
2 ASSOCIATION

3
4 Sonny Vitkauskas

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6
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8 President

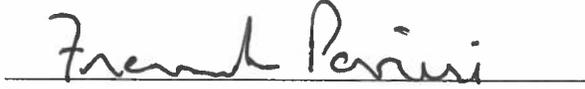
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10 Attest:

11
12 Bob Giles

13 
14 Witness

BOARD OF EDUCATION,
UNIT DISTRICT 401

Frank J. Parisi


President

Susan Capraro


Secretary

15
16
17
18
19 Dated: 5-18-22

Dated: 5-18-22

20
21 Signed on the above dates.