AGREEMENT BETWEEN

DANVILLE COMMUNITY CONSOLIDATED SCHOOL DISTRICT 118

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 399, AFL-CIO

# CUSTODIAL UNION CONTRACT

July 1, 2025 - June 30, 2028

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**Article I – Purpose**

THIS AGREEMENT made and entered into July 1, 2025, by and between the BOARD OF EDUCATION OF DANVILLE COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 118, Vermilion County, Illinois, hereinafter called the "Board" and the "INTERNATIONAL UNION OF OPERATING ENGINEERS, Local 399, AFL-CIO," hereinafter referred to as the "Union."

WHEREAS, it is the desire of both parties to this Agreement to avoid disputes, and realizing that they have a common interest in the general welfare of the boys and girls of the public school system of District 118; and

WHEREAS, they desire to bargain collectively, with respect to wages, hours, and working conditions of custodians, maintenance personnel, maintenance technicians and warehouse personnel:

The parties stipulated and agree as follows: It being specifically understood and agreed that all provisions herein are subject to all provisions and requirements of the School Code, the statute pertaining to State employees and other statutes of the State of Illinois. It is further understood that if any provision is held or found to conflict with the law or regulations relating thereto, said provision shall not be binding upon either party hereto.

**Article II – Recognition**

**Section 2.1** The Board agrees to recognize the Union as the sole bargaining agent for full-time custodians, warehouse personnel, maintenance personnel, and in-house maintenance technicians, as set forth in the job classification schedule attached. Substitute employees are specifically excluded from this Agreement.

**Article III – Provisions**

A. Definition - The term employee, when used hereafter in this Agreement, shall refer to all employees represented by the Union in the Bargaining Unit as determined in Article II, Section 2.1.

B. It is agreed there shall be no discrimination by either party hereto between Union and non-Union employees, nor shall there be more or less favorable treatment given to any employee covered by this Agreement.

C. It is mutually agreed that the Board reserves all rights not expressly covered or restricted by the terms of this Agreement. District 118 shall remain vested with all management functions, including the full and exclusive control, direction, and supervision of operations and the workforce. Any changes, additions or verbal agreements affecting the Agreement and between District 118 and the Union shall, when agreed upon in writing, be added to the existing Agreement.

D. Provisions of this Agreement shall be exercised in conformity with all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by the statutes of the State of Illinois. The Board, however, agrees to participate in collective bargaining with the Union as long as it represents a majority of custodians, maintenance personnel, and warehouse personnel of District 118; provided that such rights and responsibilities as exercised by the Board or its representatives shall not violate the provisions of this Agreement.

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

F. Should any Article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining Articles, sections and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted Articles, section or clause.

**Article IV - Board/Union Relations Section**

**4.1 Union Membership**

All employees covered by this Agreement shall have the right to join and assist the union.

**Section 4.2 Probationary Period**

New hires will be placed on ninety (90) working days probation and subject to an evaluation by the Director of Buildings and Grounds or their designee and the Building Principal, and the Head Custodian. Employees who fail to perform satisfactorily during the probation period shall be terminated. Management may waive time from the probationary period.

**Section 4.3 Right to Representation**

When an employee is required to appear before the Board or any Administrator concerning any matter which could adversely affect the continuation of that employee in their position of employment or the salary increment pertaining thereto, the employee shall be given a minimum of twenty-four (24) hours' notice of the reasons for such meetings (except for emergencies) and shall be entitled to have a representative of the Local Union present to advise them during such meeting.

**Section 4.4 Copies of Board Minutes**

The Board agrees to make available, via the District's website, electronic copies of the official minutes of each official open meeting of the Board which shall include agenda, enrollment data, instructional programs, business reports, non-privileged personnel information, annual budget, and the annual audit. The Union realizes that enrollment data may not be in the Board minutes on a monthly basis.

**Section 4.5 Dues Deduction**

It is agreed that Union dues will be deducted on the basis of written authorization of each individual employee. The Union agrees to hold District 118 harmless from any claim or damage arising from said deduction.

**Section 4.6 Employee Purchase Program**
Employees may participate in the District's "Employee Laptop Purchase Program." IT Department will collect completed employee promissory notes and submit them to the Business Office along with other relevant documents.

**Section 4.7 Inservice/Training**

For the employee's own professional growth and for the advancement and improvement of the school district, it is imperative that all employees participate, at various times, in serving on committees, councils, and seminars that study, design and present guidelines, plan programs and innovations for the improvement of the custodial and maintenance services in District 118.

**Section 4.8 Employment Status**

A newly hired Employee without previous service with the Employer shall be considered a probationary Employee for the first ninety (90) workdays of their employment and shall not have recourse to the grievance procedure.

Pursuant to the Illinois Public Labor Relations Act, the District shall provide the Union with a monthly report, via electronic mail to the designated Business Representative, containing the following information for all bargaining unit employees:

Names
Position
Building Email
Salary
Dues status – Yes/No
Start Date

This report shall be submitted once a month and shall be deemed confidential and used solely for legitimate collective bargaining purposes.

**Article V - Hours/Compensation**

**Section 5.1 Hours**

A. The regular work week shall consist of forty (40) hours on five (5) consecutive days with the first day of the five (5) days defined as the beginning of the work week. By mutual agreement between the Union and the Director of Buildings and Grounds or their designee, the work week may be adjusted provided that it does not exceed forty (40) hours.

B. No employee shall be required to work over forty (40) hours in any five (5) day period without overtime pay. All regular shifts shall be scheduled on five (5) consecutive days. By mutual agreement between the Union and the Director of Buildings and Grounds or their designee, an employee may work a forty (40) hour week in less than any five (5) consecutive days.

C. The regular workday shall begin at the starting time of any employee's regular shift and shall consist of eight (8) consecutive hours unless modified by the Director of Buildings and Grounds or their designee.

D. An employee shall be paid for a minimum of two hours at the rate of time and one-half of their base rate when called to perform emergency work at times other than their regular work hours.

E. Shifts are defined as follows:

| | |
|---|---|
| First Shift: | A majority of regular hours worked between 5:30 AM and 5:30 PM |
| Second Shift: | A majority of regular hours worked between 12:00 PM and 11:00 PM |
| Third Shift: | A majority of regular hours worked between 10:00 PM and 8:00 AM |

F. The Director of Buildings and Grounds or their designee, cooperatively with the building principal and the Head Custodian, shall designate the work schedule.

G. Each employee shall be entitled to a fifteen (15) minute break during each four (4) hour period of work. Breaks and lunch periods may not be combined to reduce the workday (arriving late or leaving early) or extend the lunch period. All full-time employees shall be granted a duty free, uninterrupted lunch period of not less than 30 minutes during every eight (8) hour work shift. Such period will be established by the individual building as close to the middle of the shift as possible to remain constant, except in emergencies, from day to day. Employees will not be paid during this period, and this period shall not be counted when differentiating between regular and overtime hours and will not be counted when computing consecutive hours of work.

**Section 5.2 Salary Schedule**

The basic hourly wage rate shall be set forth in the Rate Schedules attached hereto. (Attachment A) Any employee with 10 – 14 consecutive years of service will receive a $500 long-service bonus. Any employee with 15 – 19 consecutive years of service will receive a $1,500 longevity bonus. Any employee with 20 years or more of service will receive a $2,000 longevity bonus. The total increase in compensation between the wage increase and the longevity bonus may not exceed 6% combined in any 1-year period. The longevity bonus may be reduced so the total compensation increase does not exceed 6%.

**Section 5.3 Salary Schedule Advancement**

New hires under the Custodial and Maintenance A classification shall not start higher than step seven (7) and advance incrementally on the salary schedule after they complete a full fiscal year of employment. Employees assigned to a position after September 30 will not be credited a full year of employment. Employees hired before September 30 of that fiscal year will receive a full year of employment.

**Section 5.4 Payment of Wages**

Regular paychecks will be issued on alternating Fridays starting in July. Subsequent paychecks will be issued on alternating Fridays. Should a scheduled payday occur on a holiday, paychecks will be issued in accordance with the set district payroll schedule, which is released at the start of the fiscal year. Should there be more than twenty-six (26) paydays, scheduled paychecks will be prorated to include the additional payday. Whenever legal requirements for final payment differ from the regular pay schedule, at termination of employment, legal requirements will be followed. The District's fiscal year is from July 1 to June 30.

The Board and the Union recognize that the intent of the pay cycle is to pay employees for work performed and not to pay employees for work prior to performing said work.

**Section 5.5 Overtime**

Overtime rate shall be paid at time and one-half for all hours in excess of forty (40) hours worked per week. Sick days, personal days, or vacation days shall not be counted in figuring overtime. Scheduled overtime shall be rotated equally among employees of that worksite by job classification, beginning with the most senior employee. If no one from the work site is available, overtime may be extended to any employee within the district.

**Section 5.6 Saturday, Sunday, and Holidays**

Work pre-approved for Saturdays shall be paid at time and one-half of the employee's hourly base rate, unless the employee's regular work shift falls on a Saturday. Work pre-approved for holidays and Sundays shall be paid at twice the employee's hourly base rate with the following exception: If the employee's regular work shift falls on a Saturday or Sunday, the double-time rate applies only to the seventh day of the employee's work week.

**Section 5.7 Head Custodian Absence**

In the event a Head Custodian is absent more than five (5) days, on the sixth (6) day the employee who is filling in for the Head Custodian will receive either the Head Custodian pay rate or keep his current rate, whichever is greater.

**Section 5.8 Retirement System Contribution**

In addition to the scheduled salary, the Board agrees to pick up and pay on behalf of the employee the full IMRF contribution. All contributions shall be non-taxable (tax sheltered). These retirement contributions shall apply to all creditable earnings in IMRF.

**Section 5.9 Retirement Benefit**

The Board will provide a retirement benefit for employees with a minimum of fifteen (15) years of service in the District. The benefit shall be fifty dollars ($50) per each year of service.

Payment shall be made via separate check sixty (60) days after retirement or last day worked (whichever shall occur last) and will not be considered a part of the employee's final salary.

**Section 5.10 Payment for Unused Sick Days**

Upon Board-approved retirement and in accordance with the requirements of the Illinois Municipal Retirement Fund (IMRF), each IMRF employee who is at least 55 years of age and has at least ten (10) years of continuous employment with the District immediately preceding retirement may request that the amount of $25.00 per day be paid as severance for each accumulated sick leave day not used for service credit in IMRF.
Payment shall be made via separate check sixty (60) days after retirement or last day worked (whichever shall occur last) and will not be considered a part of the employee's final salary.

**Section 5.11 Jury Duty Compensation**

An employee serving on a jury or called for jury duty during their regular workday, shall receive their regular pay and sign over any jury pay to District 118. The employee will be given the option to be reimbursed for travel pay.

**Article VI - Holidays and Paid Vacations Section**

**6.1 Holidays**

A. Employees shall be paid for the following holidays: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Juneteenth, Fourth of July, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas Day, New Years Eve, and one floating holiday.
B. If the Fourth of July holiday falls on a Saturday or Sunday, then employees will receive either the day before or the day after the Fourth of July as a holiday. The Superintendent, or their designee, in cooperation with the Union Steward(s), will determine which day will be used.
C. If a designated holiday, as defined in Article V, section 5.1A, falls on a regularly scheduled workday for an employee, they shall have the day off as a holiday with their regular rate of pay.

D. If a designated holiday falls on a day which is not an employee's regularly scheduled workday, by mutual agreement between the Union and the Director of Buildings and Grounds or their designee, an alternate day off for the holiday shall be designated during the pay cycle
E. No employee will be required to work on Easter Sunday; however, if an employee does not work on Easter Sunday, they will not be paid.

F. A designated holiday may be counted in figuring overtime if the holiday falls on the employee's regular scheduled workday.

**Section 6.2 Vacation**

A. Full-time employees with twelve (12) months continuous employment before July 1 shall receive five (5) days of vacation at their base hourly rate of pay.

B. Full-time employees with thirty (30) - one hundred and eight (108) continuous months of employment before July 1 shall receive ten (10) days of vacation at their base hourly rate of pay.

C. Full-time employees who have accrued one hundred and eight (108) - one hundred and eighty (180) continuous months of employment before July 1 shall receive fifteen (15) days of vacation at their base hourly rate of pay.

D. Full-time employees one hundred and eighty (180)+ continuous months of employment before July 1, shall receive twenty (20) days of vacation paid at their base hourly rate of pay.

E. Vacation leave for beginning or re-called employees with less than one year of service shall be the percentage of five (5) days equal to the percentage of year worked. The work year begins July 1 and ends June 30. Accrued service months shall be from July 1 to June 30.

F. All vacations shall be scheduled with and approved by the Director of Buildings and Grounds or their designee.

A vacation calendar will be posted no later than May 1 of each year in each building. If an employee wishes to have their vacation posted on the vacation calendar, the employee's requests for vacation must be submitted to the Director of Buildings and Grounds or their designee no later than May 15 preceding the start of the new fiscal year. Written notice will be given to the employee of the approval or denial of their vacation request.

G. Payment for Unused Vacation Days: If approved by the Director of Buildings and Grounds or their designee, employees with at least fifteen (15) days or more of earned vacation may be paid for up to ten (10) days of unused vacation time. Requests for pay for unused vacation days must be received by June 1 in the Office of Buildings and Grounds. Payment shall be made in the following fiscal year. The pay shall be at the employee's base hourly rate during the earned unused vacation time.

H. Employees requesting a single vacation day, excluding days on the vacation calendar, must give two (2) business days prior written notice to the Head Custodian and the Director of Buildings and Grounds or their designee, in order for the request to be considered. The Head Custodian will inform the principal of the employee's vacation requests in a timely manner.

I. Employees requesting more than a single vacation day, excluding days on the vacation calendar, must give four (4) business days prior written notice to the Head Custodian and the Director of Buildings and Grounds or their designee, in order for the request to be considered. The Head Custodian will inform the principal of the employee's vacation request in a timely manner.

J. All employees may retain up to a maximum of ten (10) unused vacation days. The retained/unused vacation days will be paid at the employee's base rate (base rate on the salary schedule the year of use). Other than the maximum of ten (10) total unused vacation days, all employees must use their vacation time during the fiscal year awarded. All unused (other than the total maximum of ten (10) retained/unused vacation days) vacation time shall be forfeited. Accumulated earned vacation days prior to July 1, 1997, will be retained by the employee and used becomes subject to the terms and conditions of this contract.–

K. When accumulated vacation and sick leave days have been exhausted, vacation days cannot be borrowed against the next year. Lost time will be docked at the employee's base hourly rate.

**Article VII - Insurance Section**

**7.1 Health Insurance**

The Board shall provide single health insurance coverage for full-time employees and family health coverage (if such employees so elect) under a plan selected in accordance with the Collective Bargaining Agreement between the Board and the Danville Education Association. One employee, selected by the Union Business Agent, shall participate on the Insurance Committee. The employee shall be a non-voting member of the committee.

In addition to the district health insurance plan, the district will pay up to an additional $150 per month for single coverage and $200 per month for single+ dependent(s). No spousal surcharge will be charged for the duration of this contract.

**Section 7.2 Optical Insurance**

The board shall pay the group optical insurance premium for each employee not to exceed $70 per year per employee.

**Section 7.3 Health/Medicare Supplement Insurance**

The Board shall provide Health Insurance and Medicare Supplement Insurance for each employee, as set forth in the insurance policy. At the time of Board approved retirement, the retired employee shall be allowed to pay the total cost of life and health insurance premiums to the District and remain in the group. The retired employee is responsible for keeping premium payments current.

**Section 7.4 Term Life Insurance**

The Board shall provide term life insurance for each employee in the amount of$25,000 until retirement. The premium will be paid by the Board. The Board shall provide optional group life and group accidental death and dismemberment (AD&D) insurance in the amount of $15,000 as provided by the Board and shall be available under the terms and conditions of such plan at the employee's option and expense. Seventy-five percent (75%) participation is required. Payment for such optional insurance shall be made through payroll deduction.

**Section 7.5 Dental Insurance**

The Board will offer Dental Insurance coverage. Payment for this optional coverage shall be the responsibility of the employee and shall be made through payroll deduction.

**Article VIII – Seniority**

A. By February **1,** annually, the Board will publish a seniority list by category of employees. Seniority is defined as length of continuous service in the District by the first day of work. In the event two or more employees began work on the same day, their order of seniority shall be determined by the order of their employment by the Board as shown on the personnel page contained in the applicable Board minutes.

B. Employees shall be placed in one of the following categories for the purposes of seniority:

Skilled Crafts

All Other Building and Grounds Employees

C. Seniority within the category shall apply for choice of vacation, overtime, and reduction-in-force. Seniority and qualifications shall be the determining factors in filling a job opening. Qualifications shall be determined by management. Employees in one category may not bump into the other category. Employees in the Skilled Crafts and Maintenance category are not eligible for overtime in the Custodial and Warehouse category.

In case of an extenuating circumstance, at the discretion of the Director of Building and Grounds or designee, employees may cross categories for overtime.

D. If a position is abolished or eliminated, the seniority of the displaced employee shall prevail in rights to another job within the same job classification provided the displaced employee has the ability and qualifications as determined by management to perform the duties of that job. An evaluation of the employee by the Director of Building and Grounds or their designee shall be completed within the first thirty (30) business days after the employee is in the newly assigned job.

E. Loss of Seniority occurs:

1. When an employee is terminated from employment
2. When an employee voluntarily severs employment
3. Lay-off status extends beyond 180 working days

**ARTICLE IX - Assignments Vacancies/Transfers Section**

**9.1 Postings**

Regular notices of all vacancies and promotions shall be posted electronically and on bulletin boards at each location for a minimum of five (5) working days. The Board may temporarily fill the job during the time an employee may bid on the job. All postings shall include the position, description and minimal/desired qualifications to preform the job.

A permanent employee shall be selected to fill the job withing fifteen (15) working days of the job posting, with the approval of the Director of Buildings and Grounds or their designee and the Director of Human Resources. If hiring from outside the district, the 15 days may be waived due to background checks and other circumstances. However, appointment to the position will not be official until approval by a majority of the Board at the next regularly scheduled Board meeting. New hires will be placed on ninety (90) working days probation and subject to an evaluation by the Director of Buildings and Grounds or their designee, Building Principal, and Head Custodian.

**Section 9.2 Vacancies**

When a vacancy occurs, each employee meeting the qualifications for the vacancy may apply for the

position and shall be guaranteed an interview. If requested by the employee, written reason(s) for non- selection will be provided to them.

The successful bidder shall be on probation for thirty (30) working days, provided the placement is a promotion. If they do not qualify within that time, they shall be returned to their former job with the approval of the Director of Buildings and Grounds or their designee.

An employee who receives a job, after bidding, must remain in the new job assignment for at least sixty (60) working days unless they are bidding for a higher paying job.

**Section 9.3 Transfers**

The Union and the Board acknowledge that all employees are employed by District 118 rather than a specific building. Voluntary: Any employee may apply for transfer to another building. Involuntary: The Director of Building Grounds or their designee shall retain the right to involuntarily transfer an employee to a different building, either temporarily or permanently. Employees involuntarily transferred will be given in writing the reasons for the transfer. Except in an emergency, the employee will be given a minimum often (10) days' notice before the effective date of the transfer. An employee **will** be given the opportunity to resign if the employee considers the assignment unsatisfactory.

**Article X - Grievance Section**

**10.1 Definition**

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

**Section 10.2 Conditions**

It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or employee organization representatives shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities.

**Section 10.3 Grievance Procedure**

**Step 1** The employee shall orally present their grievance to their immediate supervisor within five (5) working days after the occurrence. (If the employee reports directly to the Director of Buildings and Grounds or their designee, the grievance shall begin at 10.2. Step 3.)

**Step 2** Failing a satisfactory settlement in Step 1, the employee or the Union shall reduce the grievance to writing within ten (10) days of the event giving rise to the grievance, making four (4) copies. The written grievance shall specify the articles(s) of the Agreement that are alleged to have been violated. It also shall state a complete explanation of the facts giving rise to the grievance.

The grievant shall retain one (1) copy and submit the original and two (2) copies to their immediate supervisor. The immediate supervisor shall give a written response within ten (10) working days by returning one copy of the grievance with their response to the employee and

one to the Union. The immediate supervisor shall retain the original copy and send one to the union.

**Step 3** If the Step 2 answer is not satisfactory, the employee shall appeal the grievance in writing to the Director of Buildings and Grounds within three (3) working days of the receipt of the written answer. The Director of Buildings and Grounds, the immediate supervisor, if any, the employee, his Union representative, if desired by the employee, shall discuss the grievance. The Director of Buildings and Grounds shall give the employee their written answer with five (5) working days.

**Step 4** If the employee is not satisfied with the answer in Step 3, they may appeal the grievance to the Superintendent within three (3) working days of receipt of the written response. The Superintendent shall call a meeting within five (5) working days with the employee, his Union representative, if desired, and any school representative desired by the Superintendent. The written answer of the Superintendent shall be given to the employee within five (5) working days of the meeting.

**Step 5** If the Union is not satisfied with the response from the Superintendent in Step 4, or the time limits expire without issuance of the written reply, the Union may submit the grievance to final and binding arbitration through an arbitrator of the Federal Mediation and Conciliation Service. The Union must make a written request for arbitration within ten (10) days after receipt of the response in Step 4 or expiration of the time limits for the response in Step 4.

Such arbitration shall be under and in conformance with the rules of the Federal Mediation and Conciliation Service.

The arbitrator will be mutually agreed upon by the Board and the Union. The arbitrator shall be notified of their selection and shall be requested to set a time and place for the hearing, subject to the availability of Board and Union representatives.

The arbitrator shall render a decision and remedy in writing according to the rules of the Federal Mediation and Conciliation Service.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement, but the arbitrator shall have the right to award remedies that are appropriate and just.

The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provision of this Agreement based on the specific issue(s) submitted to the arbitrator by the parties in writing. The arbitrator shall have no authority to make a decision on any issue not submitted or raised.

The fees and expenses of the arbitrator shall be divided equally between the Board and the Union. Each party shall be responsible for compensating its own representatives/witnesses.

**Section 10.4 No Reprisals**

It is agreed that no reprisals shall be taken by the Board or the Administration against any

employee due to their participation in a grievance.

**Section 10.5 Withdrawal**

A grievance may be withdrawn at any level without establishing a precedent and, if withdrawn, it will be treated as though it was never filed.

**Section 10.6 Time Limits**

The failure of an employee or the Union to act within the time limits set forth will preclude further appeal of the grievance. Upon failure of the Employer to meet the time limits prescribed in this Article, the grievance will be advanced to the next highest level. Time limits specified may be extended by mutual written agreement.

**Article XI Leaves and Attendance Section**

**11.1 Bereavement Leave**

Each employee shall be entitled to bereavement leave of three (3) days for the death of immediate family members, and an additional two (2) days, if requested; such additional days shall be charged to sick leave. Immediate family members are parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, or members of the household.

Each employee shall be entitled to bereavement leave of one (1) day for the death of relatives, and an additional two (2) days, if requested; such additional days shall be charged to sick leave. Relatives include aunts, uncles, nieces, nephews, and first cousins. If bereavement leave abuse is suspected, the Director of Buildings and Grounds or their designee may request verification of attendance and relationship.

The Board will continue its practice in affording employees' bereavement leave when a miscarriage occurs.

**Section 11.2 Sick Leave**

A. Sick leave shall be interpreted to mean personal illness, treatment, diagnostic services, quarantine at home and absence for Armed Forces physical examination. Sick leave shall also be interpreted for all current full-time employees as serious illness in the immediate family (parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians) or in the household.

B. All employees shall accrue up to fifteen (15) days of sick leave of which two (2) may be used as personal business leave days per year, or prorated on the basis of one (]) day per month worked with pay at the basic rate. If, during the school year, any employee does not use the full amount of the annual sick leave or personal business leave thus allowed, the unused amount of each, sick leave or personal business leave, shall accumulate as sick days indefinitely. Employees may use a maximum of ninety (90) accumulated sick leave days in one year without loss of pay, including leaves of the current year.

C. The Board or its agent may require a physician's certificate or, if treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such person's faith, as a basis for paying during leave after an absence of three (3) days for personal illness, or as it may deem necessary in other cases.

D. Any Employee may voluntarily donate sick leave days to an employee who has exhausted their accumulated sick leave and is facing a personal catastrophic medical condition. A catastrophic medical condition is an illness or injury which is severe, acute, and may be life threatening. Examples of such conditions are, but are not limited to, the following: severe blood loss, loss of consciousness, multiple fractures, heart attack, etc. Requests for use of donated sick days will be considered by the Local 399 Representative, the Custodial Supervisor, the Maintenance Union Spokesperson, the Custodial Union Spokesperson, and the Human Resources Director. Requests must be made to the Committee by an employee or their designee no later than thirty (30) working days after all his or her leave time has been exhausted. Requests must be accompanied by a statement from a physician which includes the beginning date of the condition, a description of the severe, acute or life-threatening injury or illness and a prognosis for recovery. Requests should indicate the estimated number of sick days required. The amount of sick leave granted for each request will be determined by the Committee. No employee who is receiving disability benefits from the Social Security Administration, the Veteran's Administration, or is absent for illness or injury due to a work-related accident (which is compensable under the Illinois Workers' Compensation Act), may use donated sick days. The Committee will render a written decision to the employee within five (5) working days after the HR Director receives the request.

**Section 11.3 Personal and Business Leave**

The Board and Union agree that two (2) days of the sick leave days may be used for personal business leave for the purpose of business which cannot be performed other than during regular working hours. Personal business leave is determined as business other than recreation, pleasure, and vacation. Written notice must be submitted five (5) working days prior to the personal business leave day requested to the Building Principal and Director of Buildings and Grounds or their designee. In case of emergency, advanced written notice may be waived. Personal business leave may not be used the day before or after a holiday or vacation day, except with prior administrative approval. Unused personal business leave will return to sick leave day(s) and may be accumulated indefinitely.

**Section 11.4 Notification of Absences**

A. Except for emergency, first shift employees must notify the Director of Buildings and Grounds or their designee by *5:00* A.M. the day of their absence in order to qualify for pay.

B. Except for emergency, second shift employees must notify the Director of Buildings and Grounds or their designee by 10:00 AM the day of their absence in order to qualify for pay.

C. Except for emergency, third shift employees must notify the Director of Buildings and Grounds or their designee by 4:00 PM the day of their absence in order to qualify for pay.

D. Except for emergency, the Head Custodian must notify the Director of Buildings and Grounds or their designee by 5:00 AM the day of their absence in order to qualify for pay.

A second shift employee from within the work site of the absent Head Custodians may assume the duties of the Head Custodian to replace them. The Head Custodian shall contact the second shift employees by order of seniority. In the event that no second shift employee desires to assume the duties of the Head Custodian, then the District may fill the vacancy either by the use of an employee from the seniority list from the building and if no one fills the vacancy then a substitute may be used. The Head Custodian shall inform the covering employee or the Buildings and Grounds Office of their intent to return to work.

**Section 11.5 Return from Leave**

An employee not returning at the beginning of the shift following approved leave, or absent for any other reason except for emergencies, shall be docked for the missed time not approved.

**Section 11.6 Temporary and Permanent Disability**

An employee on temporary disability leave who returns to work after their position has been temporarily filled, will bump back into their position (shift) at their level of seniority. However, if in its discretion the Board decides to permanently fill the position due to the needs of the District, the employee on temporary disability leave will return to replace the employee in the unit who has the least seniority, provided the wage is the same or better. After an employee is considered permanently disabled, their position may be filled on a permanent basis through the job bidding process.

**Article XII School Closing Due to Inclement Weather Section**

**12.1 Report to Work**

In the event school is closed due to inclement weather, all custodial, warehouse, and maintenance employees shall report to their respective work sites. Work shifts may be adjusted by the Director of Buildings and Grounds or their designee.

**Section 12.2 Work Assignments**

Work assignments may be altered to assist with the clearing of snow. Such adjustments to work assignments will be made by the Director of Buildings and Grounds or their designee. If administrative staff is unavailable, then the Head Custodian shall have the responsibility of organizing the custodial staff to clear the snow.

**Section 12.3 Unable to Report to Work**

Employees who are unable to report to work shall use an earned vacation, sick leave, or personal business leave, provided the employee has such days remaining. If the employee does not have any remaining earned vacation, sick leave, or personal business leave, the employee shall be docked for the missed day.

**Section 12.4 Use of Other Day- Inclement Weather**

In order to qualify for the use of a vacation day, sick day, or personal leave day for missed work due to inclement weather, first shift employees must contact the Director of Building and Ground or their designee prior to 6:30 A.M. on the day of closing; second and third shift employees must contact the Director of Building and Grounds or their designee prior to 10:30 a.m.. Otherwise, the employee will receive loss of pay for the day missed.

**Section 12.5 Compensation - Inclement Weather - E-Learning**
Maintenance, warehouse, and custodial employees who work and complete their full shift on a day when the district is closed shall be paid for the day and be credited one (1) vacation day, not to exceed five (5) days per year.

**ARTICLE XIII- Duration of Agreement Section**

**13.1 Duration**

This Agreement shall remain in full force and effect from the date of its execution and shall continue until midnight, June 30, 2028, and June 30 thereafter, unless either party gives written notice of desire to modify or terminate within ninety (90) days prior to June 30, 2028, or June 30 thereafter.

**Section 13.2 No Strike/No Lockout**

During the term of this Agreement:
A. It is specifically understood that neither the Union nor its members shall participate in or encourage, either directly or indirectly, a strike or any other form of interference with the normal operations of the school system or any of its programs.

B. The Board shall not lock out the Union nor its members during the term of this Agreement, and any extensions thereof. No employee covered by this Agreement, nor the Union, nor any person acting on behalf of the Union, will ever or at any time engage in, authorize, or instigate any strike, slow-down, or other refusal to render full and complete services to the Employer.

**ARTICLE XIV- Employee Discipline**

**14.1 Employee Discipline**

The Board agrees that its rules and regulations governing employee conduct shall be reasonable and that enforcement of employee discipline shall be fair and for cause. This section does not apply to any employee during their probationary period (ninety (90) working days) of employment in the District.

IN WITNESS WHEREOF, the Parties hereto have executed the Agreement this day, month, year.

DANVILLE COMMUNITY CONSOLIDATED SCHOOL DISTRICT# 118
DANVILLE, IL

X Darlene Halloran
Mrs. Darlene Halloran, President
Danville 118 Board of Education

X Lakesha Robinson
Ms. Lakesha Robinson, Secretary
Danville 118 Board of Education

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 399-CHICAGO, IL

X Pat J Kelly
Mr. Patrick J. Kelly, President/Manager
AFL-CIO Local 399

X James J Gleich
Mr. James Gleich, Business Agent
AFL-CIO Local 399

## ATTACHMENT "A"

# Salary Schedules

| 2025-26 | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Custodial 1st and 2nd | 17.90 | 18.41 | 18.92 | 19.43 | 19.95 | 20.46 | 20.97 | 21.48 | 22.00 | 22.51 | 23.02 | 23.53 | 24.05 | 24.56 |
| Custodial 3rd | 18.15 | 18.67 | 19.18 | 19.69 | 20.20 | 20.72 | 21.23 | 21.74 | 22.25 | 22.77 | 23.28 | 23.79 | 24.30 | 24.82 |
| Elem. Head | 19.43 | 19.95 | 20.46 | 20.97 | 21.48 | 22.00 | 22.51 | 23.02 | 23.53 | 24.05 | 24.56 | 25.07 | 25.58 | 26.10 |
| NR/SV/SW/MDE Head | 20.97 | 21.48 | 22.00 | 22.51 | 23.02 | 23.53 | 24.05 | 24.56 | 25.07 | 25.58 | 26.10 | 26.61 | 27.12 | 27.63 |
| Maintenance | 19.43 | 19.95 | 20.46 | 20.97 | 21.48 | 22.00 | 22.51 | 23.02 | 23.53 | 24.05 | 24.56 | 25.07 | 25.58 | 26.10 |
| Warehouse | 19.43 | 19.95 | 20.46 | 20.97 | 21.48 | 22.00 | 22.51 | 23.02 | 23.53 | 24.05 | 24.56 | 25.07 | 25.58 | 26.10 |
| Skilled Maintenance | | | | | | | | | 29.73 | 30.49 | 31.26 | 32.03 | 32.80 | 33.57 |

| 2026-27 | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Custodial 1st and 2nd | 18.39 | 18.92 | 19.44 | 19.97 | 20.50 | 21.02 | 21.55 | 22.07 | 22.60 | 23.13 | 23.65 | 24.18 | 24.71 | 25.23 |
| Custodial 3rd | 18.65 | 19.18 | 19.71 | 20.23 | 20.76 | 21.28 | 21.81 | 22.34 | 22.86 | 23.39 | 23.92 | 24.44 | 24.97 | 25.50 |
| Elem. Head | 19.97 | 20.50 | 21.02 | 21.55 | 22.07 | 22.60 | 23.13 | 23.65 | 24.18 | 24.71 | 25.23 | 25.76 | 26.29 | 26.81 |
| NR/SV/SW/MDE Head | 21.55 | 22.07 | 22.60 | 23.13 | 23.65 | 24.18 | 24.71 | 25.23 | 25.76 | 26.29 | 26.81 | 27.34 | 27.87 | 28.39 |
| Maintenance | 19.97 | 20.50 | 21.02 | 21.55 | 22.07 | 22.60 | 23.13 | 23.65 | 24.18 | 24.71 | 25.23 | 25.76 | 26.29 | 26.81 |
| Warehouse | 19.97 | 20.50 | 21.02 | 21.55 | 22.07 | 22.60 | 23.13 | 23.65 | 24.18 | 24.71 | 25.23 | 25.76 | 26.29 | 26.81 |
| Skilled Maintenance | | | | | | | | | 30.54 | 31.33 | 32.12 | 32.91 | 33.70 | 34.49 |

| 2027-28 | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Custodial 1st and 2nd | 18.94 | 19.48 | 20.03 | 20.57 | 21.11 | 21.65 | 22.19 | 22.74 | 23.28 | 23.82 | 24.36 | 24.91 | 25.45 | 25.99 |
| Custodial 3rd | 19.21 | 19.75 | 20.30 | 20.84 | 21.38 | 21.92 | 22.47 | 23.01 | 23.55 | 24.09 | 24.64 | 25.18 | 25.72 | 26.26 |
| Elem. Head | 20.57 | 21.11 | 21.65 | 22.19 | 22.74 | 23.28 | 23.82 | 24.36 | 24.91 | 25.45 | 25.99 | 26.53 | 27.08 | 27.62 |
| NR/SV/SW/MDE Head | 22.19 | 22.74 | 23.28 | 23.82 | 24.36 | 24.91 | 25.45 | 25.99 | 26.53 | 27.08 | 27.62 | 28.16 | 28.70 | 29.25 |
| Maintenance | 20.57 | 21.11 | 21.65 | 22.19 | 22.74 | 23.28 | 23.82 | 24.36 | 24.91 | 25.45 | 25.99 | 26.53 | 27.08 | 27.62 |
| Warehouse | 20.57 | 21.11 | 21.65 | 22.19 | 22.74 | 23.28 | 23.82 | 24.36 | 24.91 | 25.45 | 25.99 | 26.53 | 27.08 | 27.62 |
| Skilled Maintenance | | | | | | | | | 31.46 | 32.27 | 33.09 | 33.90 | 34.71 | 35.53 |