-

Community HIGH SCHOOL District 99

Agreement Between
CUSTODIAL, MAINTENANCE
AND
GROUNDS EMPLOYEES
AND
The Board of Education
District 99

July 1, 2026 through June 30 2029

TABLE OF CONTENTS

ARTICLE 1 RECOGNITION AND DEFINITIONS **3**
- RECOGNITION OF BARGAINING UNIT 3
- FISCAL YEAR 3
- BUSINESS DAY 3
- LINKED DOCUMENTS 3
- STEWARDS 3
- UNION STAFF REPRESENTATIVES 3
- UNION OFFICER 3
- PROBATIONARY 3
- PAYROLL/WITHHOLDING TAXES 3
- ILLINOIS MUNICIPAL RETIREMENT FUND 3
- DISABILITY BENEFITS 4

ARTICLE 2 UNION RIGHTS AND ACCESS **4**
- DUES DEDUCTION 4
- INDEMNIFICATION 4
- NON-DISCRIMINATION 4
- SEIU COPE PAYROLL DEDUCTION 5
- RECOGNITION OF WEB-BASED AND ELECTRONICALLY RECORDED SIGN-UPS 5
- ACCESS TO EMPLOYEE LISTS 5
- ACCESS OTHER THAN AT ORIENTATION MEETINGS AND TRAININGS 6
- UNION STEWARD REPRESENTATION ACTIVITIES 6
- UNION BULLETIN BOARD 6
- RELEASE TIME FOR UNION BUSINESS 6

ARTICLE 3 WORKING CONDITIONS **6**
- PERSONAL APPEARANCE 6
- EMPLOYEE WORK CLOTHING 7
- TOOLS FOR MAINTENANCE STAFF 7
- WORKING HOURS 8
- LUNCH AND BREAKS 8
- OVERTIME POLICY 8
- OVERTIME 9
- EMERGENCY DAY 9
- ON CALL/CALL IN DAYS 10
- SUBSTITUTE EMPLOYEES 10
- REDUCTION IN FORCE 10
- VACANCIES/SENIORITY 10
- INVOLUNTARY TRANSFERS 10
- RELATIONSHIP WITH STAFF AND STUDENTS 11
- SUBCONTRACTING 11

ARTICLE 4 INSURANCE **11**
- CAFETERIA PLAN/FLEXIBLE BENEFITS 11
- HEALTH INSURANCE 12

WORKERS' COMPENSATION 12
ARTICLE 5 LEAVES/BENEFIT TIME 12
SICK LEAVE 12
PERSONAL LEAVE 13
BEREAVEMENT LEAVE 14
VACATIONS 14
FAMILY MEDICAL LEAVE ACT (FMLA) 15
JURY DUTY 16
RELIGIOUS LEAVE 16
HOLIDAYS 16
ARTICLE 6 RETIREMENT 16
Standard Retirement Benefit 16
Post Retirement Longevity Stipend 16
Earliest Retirement Incentive Program 17
ARTICLE 7 EVALUATION AND TRAINING 17
EVALUATION 17
REQUIRED TRAINING 17
CONDITIONAL TRAINING /COURSEWORK REIMBURSEMENT 18
ARTICLE 8 DISCIPLINE 18
JUST CAUSE DISCIPLINE 18
PROGRESSIVE DISCIPLINE GUIDELINES 18
ARTICLE 9 GRIEVANCE PROCEDURES 19
DEFINITIONS 19
CONTENTS OF A GRIEVANCE 20
RIGHTS GUARANTEED 20
ADVANCED GRIEVANCES 20
COOPERATION OF THE EMPLOYER 20
PROCEDURES 20
BINDING ARBITRATION 21
GENERAL PROVISIONS 21
ARTICLE 10 NO STRIKE/NO LOCKOUT PROVISION 22
SALARY 22
COST SAVINGS SHARING INCENTIVE BONUS 22
ARTICLE 12 – DURATION OF CONTRACT 24

INTRODUCTION

In all cases, where the guidelines conflict with existing laws of the United States or the State of Illinois, said laws shall control. Matters not addressed by this agreement shall default to the policies of the Board or past precedent of the District.

It is the initial assumption of this handbook that mutual respect and harmonious working conditions are fostered by understanding and continuing education in the field of personnel relations.

ARTICLE 1 RECOGNITION AND DEFINITIONS

RECOGNITION OF BARGAINING UNIT

The Board of Education, Community High School District 99, Downers Grove, Illinois ("Employer") recognizes Local 73 Service Employees International Union ("Union") as the sole bargaining agent for all full and part time custodial staff, grounds staff and maintenance staff, with the exception of supervisors, assistant supervisors, district mechanic(s), managerial employees, confidential employees and temporary employees as such excluded employees are defined in Section 2 of the Illinois Educational Labor Relations Act.
Throughout this agreement, "employee" shall refer to bargaining unit employees. "Employer" will refer to the school district.

FISCAL YEAR

As used herein the words "fiscal year" refer to the fiscal year beginning July 1 and ending June 30.

BUSINESS DAY

As used herein the words "business day" or "day" refer to days in which the District Office is open to the public for school business. Days outlined procedurally in this document may be extended by written agreement between the Chief Steward and Superintendent or designee.

LINKED DOCUMENTS

All external documents linked herein, except Memoranda of Agreement (MOAs), shall be considered additional resources and shall not rise to the level of contractual language.

STEWARDS

Union representatives elected within the bargaining unit. There shall be one Chief Steward elected from the bargaining unit.

UNION STAFF REPRESENTATIVES

An employee of the local union, not within the bargaining unit and not employed by the district.

UNION OFFICER

A person elected to office at the local union and is not employed by the district.

PROBATIONARY

All employees are considered probationary during their first 90 work days. On the 91st day of employment, they become a regular employee of District 99.

PAYROLL/WITHHOLDING TAXES

The paydays will occur on the 14th and 28th of every month, or the prior district business day if those dates fall on a weekend. Compensation will be divided equally into twenty-four (24) paychecks.

ILLINOIS MUNICIPAL RETIREMENT FUND

An employee whose job requires 600 hours or more per year must be enrolled in the Illinois Municipal Retirement Fund (IMRF) program. Approximately 12.15 % of the employee's salary is dedicated for IMRF and social security. In addition, District 99 also contributes an amount equal to approximately 18.74% of the employee's salary to IMRF and social security. By law, these rates are subject to annual adjustment.

Effective January 1, 1982, employee contributions to IMRF are “tax-deferred.” Federal and State income tax must be paid on contributions made after that date, at the time such contributions are returned to the employee as pension or refund.

Taxes have been withheld on contributions made before January 1, 1982. Therefore, no further taxes will be due on those amounts accumulated in IMRF before that date.

Employees leaving the District for reasons other than retirement may, if they wish, apply for a refund of their IMRF contributions. Applications for this purpose are available online at: www.imrf.org. Individuals leaving the District are responsible for filing their requests with IMRF.

DISABILITY BENEFITS

Employees who are enrolled in the Illinois Municipal Retirement Fund with at least one (1) year of service with the District may apply for temporary disability benefits from IMRF in the case of an illness or disability exceeding thirty (30) days. Disability application forms for IMRF can be requested via the IMRF member portal online.

ARTICLE 2 UNION RIGHTS AND ACCESS

DUES DEDUCTION

Upon receipt of a notice from the Union, the Employer shall, during the term of this Agreement or until authorization is revoked in accordance with the terms of the dues authorization agreement, deduct the regular union membership dues of such employees from their paychecks, and shall, on a bi-monthly basis, remit such deduction to the official designated by the Union in writing to receive the same. The Union shall notify the Employer in writing of the exact amount of bi-monthly membership dues to be deducted. The authorization provided for by this section shall conform to all applicable Federal and State laws. The Union shall refund to the employee any dues which may be deducted erroneously or any monies which may be remitted erroneously to the Union. The Union will indemnify and hold harmless the Employer, its members, its agents and its employees from any and all claims, demands, actions, complaints, suits or other claims or liability by reason of a faithful execution of this provision. The parties agree to abide by the Illinois Educational Labor Relations Act.

INDEMNIFICATION

The Union shall indemnify and save harmless the Employer and all of its agents and employees from any and all claims, demands or suits resulting from any reasonable action, or failure to act, by the Employer or any of its agents or employees for the purpose of complying with the provisions of this article. The Board retains the right to select its own attorneys and the Union agrees to reimburse the Board for reasonable attorney fees incurred in connection with this provision.

NON-DISCRIMINATION

The Employer shall not unlawfully discriminate against any employee on the basis of sex, race, color, creed, protected Union activity, gender identity, or national origin.
Per Board Policy, the Board shall not discriminate on the basis of actual or perceived race, color, national origin, military status, unfavorable discharge status from the military service, sex, sexual orientation, gender identity, gender-related identity or expression, ancestry, age, religion, physical or mental disability, order of protection status, status of being homeless, or actual or potential marital or parental status, including pregnancy, association with a person or group with one or more of the above actual or perceived characteristics against a teacher. All claims for violations of this section must be

submitted to the proper state and/or federal authorities for adjudication, rather than to arbitration under the provisions of the grievance procedures as outlined in this Agreement.

SEIU COPE PAYROLL DEDUCTION

The Employer, upon receipt of a notice from the Union, shall deduct from the wages of such employee the amount specified on the card as a regular contribution to SEIU COPE. The Employer will regularly remit such sums deducted for that purpose to the Union. The employee may at any time revoke his/her authorization of the SEIU COPE payroll deduction in writing on a form provided by the Union for that purpose. The Union shall indemnify and save harmless the Employer and all of its agents and employees from any and all claims, demands or suits resulting from any reasonable action, or failure to act, by the Employer or any of its agents or employees for the purpose of complying with the provisions of this section. The Employer retains the right to select its own attorneys and the Union agrees to reimburse the Employer for reasonable attorney fees incurred in connection with this provision.

RECOGNITION OF WEB-BASED AND ELECTRONICALLY RECORDED SIGN-UPS

The Union will provide to the Employer verification that dues deductions have been authorized by the employee. Employees may express such authorization by submitting to the Union a written membership application form, through electronically recorded telephone calls, by submitting to the Union an online deduction form authorization, or by any other means of indicating agreement allowable under state and federal law.

The parties acknowledge and agree that the term “written authorization” and any similar terms used in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages or payments for remittance to the Union, and authorization for voluntary deductions from wages or payments for remittance to COPE Funds, subject to the requirement of state and federal law. The Employer shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as “written authorization” for purposes of this Agreement.

ACCESS TO EMPLOYEE LISTS

In accordance with the Illinois Educational Labor Relations Act, the Employer will send the Union a list of all current bargaining unit employees, in Excel, which shall include each employee’s name, address, all telephone numbers (including personal phone numbers if available), work email address, home email address (if on file with the Employer), job title, base hourly pay rate, employee identification number, and gross pay. The list will be provided on a monthly basis to the Union’s designated email address.

Within ten (10) days of an employee starting employment or other agreed upon date, the Employer will notify the Union via email to the stewards and assigned SEIU Local 73 Staff representative and schedule a new employee orientation at a mutually agreeable time and place for the new employee(s) without a loss of pay for up to one (1) hour.

The Union shall have the right to send emails to the members of the bargaining unit, with their origin as Union communications being clearly identified, regarding meeting notices and any other Union business. These emails will conform to the existing Employer policies regarding email use.

In order to foster good communications among members of the bargaining unit, the Employer shall post a full and complete copy of this Agreement within ten (10) days of the signing of this Agreement on its website.

ACCESS OTHER THAN AT ORIENTATION MEETINGS AND TRAININGS

Officers and representatives of the Union, including stewards, will have access to the Employer's premises for the purpose of engaging in Union business. When Union representatives enter the Employer's premises for such purposes, they will notify the Employer by whatever reasonable means are available, or by any specific means the Employer has designated, as soon as practical. The term "Union business" for the purposes of this Article shall include, but not be limited to, meeting with bargaining unit members, either individually or in groups; investigating grievances or potential grievances; meeting with management for any purpose; posting or distributing notices or other information; or any other legitimate union purpose.

UNION STEWARD REPRESENTATION ACTIVITIES

The Union may designate 1 union steward and one alternate for both North/T99 and South/ASC schools who shall be granted reasonable time during working hours to conduct union representation activities without loss of pay. Such release time shall be coordinated in advance with the employee's immediate supervisor to ensure that operational needs are met and that work responsibilities are appropriately covered. A non-exhaustive list of union representation activities includes adjusting disputes, observing and investigating working conditions, meeting with employees concerning possible union membership, conducting new employee orientations, ascertaining that this Agreement is being adhered to, representation of employees at meetings, including pre-disciplinary meetings, investigating and processing grievances, up to and including arbitration, engaging in union contract negotiations and labor-management meetings with the employer, participating in union steward training, posting or distributing notices or information, and other legitimate union business.

The Chief Steward of the Union shall be given release time not to exceed four (4) hours per week to conduct business directly related to the operation of the Association and/or its state and national affiliates.

UNION BULLETIN BOARD

The Employer shall provide a bulletin board in each facility for use by the Union readily accessible to all bargaining unit employees. The Union may post material on the bulletin board for any legitimate Union purpose.

RELEASE TIME FOR UNION BUSINESS

The Employer will permit Union designated delegates, executive board members, Chief Steward, or stewards up to four (4) days annually to attend Union leadership meetings or trainings as determined by the Union. Notice of these events will be given to the Employer no later than two (2) weeks before the event should the member need to be excused from work to attend.

ARTICLE 3 WORKING CONDITIONS

PERSONAL APPEARANCE

Employees must report to work during the school year clean, neat, and wearing the uniform as required by the school District. Uniforms are to be cleaned regularly to provide for a neat appearance. Lost or damaged uniforms must be replaced by the employee. During times students are not in session, reasonable expectations for dress will be set by the direct supervisor.

EMPLOYEE WORK CLOTHING

The District will provide an annual ordering process that offers approved uniform/shoe requirements and options, with an allowance as outlined in the tables below. Employees must use this process to purchase required uniforms and shoes. No remaining funds will be carried over from year to year.

All new employees must have 5 uniforms and any additional required clothing as part of their initial allotment as specified by employee type.

Purchases above the allotment will be the responsibility of the employee.

Employee Type	Required Clothing	Allotment Provided by the District
Custodial	Uniforms and winter coat	New Employee: $550 Returning Employee $250
Maintenance	Uniforms, coverall, fall/light coat, and winter coat	New Employee: $750 Returning Employee $300
Grounds	Uniforms, coverall, fall/light coat, winter coat, and rain gear	New Employee: $900 Returning Employee $300

Employees shall launder and maintain their uniforms in a presentable condition and shall be appropriately dressed during working hours. Any special clothing must be requested in writing through their direct supervisor. Additional cold weather clothing will be considered on a case-by-case basis. Replacement clothing may be considered on a case-by-case basis if damaged in the course of work.

All Custodial, Maintenance, and Grounds employees are required to wear safety shoes. The District will provide an annual ordering process that offers approved safety shoe options. The district will provide an allotment as outlined below. Purchases above the allotment will be the responsibility of the employee.

Employee Type	Required Shoe Type	Allotment Provided by the District
Custodial	Non slip, composite or steel toe	$125
Maintenance	Non slip, electrical rated, composite or steel toe	$150
Grounds	Non slip, composite or steel toe	$125

TOOLS FOR MAINTENANCE STAFF

It is the expectation that maintenance staff will bring a personal set of hand tools to support the District job responsibilities. The District has a limited hand tool replacement program available to the maintenance staff to be used for replacement of damaged hand tools used in District work and owned

by staff. The final determination is fully at the discretion of the Administrator and not subject to the grievance procedure.

WORKING HOURS

All Custodial, Maintenance and Grounds employees shall work the shift to which they are assigned. Shift assignments may be changed, when in the opinion of the Administration, such change would be in the best interest of District 99. The supervisor shall make every effort to provide adequate notice to an employee regarding a pending shift change after a 1 week notice period.

Two (2) fifteen (15) minute rest periods are permitted during each shift, one in each half of each shift. Break periods are flexible when supervisors and employees are in agreement. The employee may be required to adjust break time as circumstances require.

Any employee who is late for his/her assigned shift will not be allowed to compensate for this loss by adjusting work hours. Lost time of less than seven (7) minutes will not be deducted. For being late over seven (7), fifteen (15) minute intervals will be deducted.

If an employee is going to be absent, he/she must enter the absence into the attendance tracking system each day at least one (1) hour prior to the first shift and two (2) hours prior to second or third shifts, depending on his/her starting time. Failure to report an absence may result in a day without pay and/or other discipline.

An employee is not permitted to leave school property or assigned work areas during working hours without permission.

An employee terminating with District 99 shall signify his/her intent in writing at least two weeks prior to his/her last working day. School furnished equipment, including keys, shall be returned to the school prior to the issuance of a final paycheck.

Any employee found drinking alcohol or in possession of a controlled substance on the job or school property will be subject to disciplinary action. No person shall unlawfully possess, use, dispense, distribute or manufacture any controlled substances or drugs in the workplace.

The workweek shall begin at 12:01 a.m. Saturday and shall end at midnight Friday.

All employees shall follow the predetermined and communicated procedures to indicate work times. Employees shall be responsible for recording and approving their own time.

LUNCH AND BREAKS

All employees will receive one 30 minute lunch break and two 15 minute breaks per regular shift.

OVERTIME POLICY

The need for, amount and scheduling of all overtime will be the preapproved decision of the Superintendent or their designee.

Supervisors shall assign overtime to personnel within their classification unless it has been refused. In this event, the supervisor shall assign overtime regardless of classification.

Scheduled overtime will follow a standard rotation. In the event that all employees refuse overtime, it will be assigned to the employee at the top of the rotation. In emergency situations, overtime may be assigned on a first come, first serve basis.

Employees required to work one of the paid Holidays referenced below (such as a scheduled building check) will receive two (2) times the employee's regular hourly shift rate, in addition to their normal holiday pay, which in effect is triple (3) time. Holiday building checks will be paid a minimum of four (4) hours

The triple time holidays are: 4th of July, Juneteenth (when it falls on a weekday), Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Easter Sunday, and Memorial Day.

The other paid holidays, the employee will receive one and a half times their regular hourly shift rate, in addition to their normal holiday pay, which is in effect two and a half (2 ½) times.

OVERTIME

Eight (8) hours of consecutive work, exclusive of the lunch period, shall constitute a normal day's work in a five-day workweek.

Ten (10) hours of consecutive work, exclusive of the lunch period, shall constitute a normal day's work in a four-day workweek.

Full-time employees who work in excess of forty (40) hours in any one (1) week shall be paid at the rate of 1 ½ times the employee's regular hourly shift rate for any excess work. Time taken off for paid holidays and pre-approved vacation shall count towards meeting the forty (40) hours in a week requirement for overtime. All other time taken off, including but not limited to, sick leave, bereavement leave, personal leave and all unpaid absences shall not count towards the forty (40) hour week.

An employee will not be scheduled to work any extra duty assignments during a time period when the employee is already receiving vacation pay. (Ex. If an employee typically works a 7:00 am -3:30 pm day and takes a vacation day, the employee will not be scheduled to work supervision during the 7:00 am -3:30 pm time period).

EMERGENCY DAY

All 52-week employees will report to work for regular duty in the event of a school closing (unless specifically instructed otherwise by the Superintendent of Schools). A loss in pay may result for those employees who do not report for work.

Employees may, at the discretion of the Supervisor of Building and Grounds and/or his/her authorized representative, be required to do emergency work such as mechanical repair, snow plowing, boarding of windows after vandalism or other emergency duties, on days when the Superintendent of Schools has directed all other employees to stay home. In those instances:

1. All CMG, unless otherwise directed, will report to work for an emergency day (i.e. inclement weather). In addition to their regular pay, they will receive a $50 emergency pay stipend. This stipend reflects the additional/different work their supervisor may ask them to do on that day.
2. All employees directed to stay home (ie extreme emergency day) will be paid for their regular work day at their normal hourly rate for that day. Those hours will count towards overtime calculations.

3. All employees directed to work to address an extreme emergency, when all other employees (including other CMG staff) are directed to stay home and not work, will be compensated for their regular work day at their normal hourly rate, plus time and a half (1.5) their normal hourly rate for the time spent addressing the emergency. All emergency hours worked will count towards overtime accrual for the week.

ON CALL/CALL IN DAYS

Any employees that are instructed by the Supervisor of Buildings and Grounds or designee to be 'on call' in case they are needed, outside of their normally scheduled work hours, should be compensated $100.00 per day for each day 'on call' (ex graduation rain make up days). In the event they are called in to work, they would be compensated at their regular overtime rate, in addition to the 'on call' stipend. If an individual does not show up when called, they lose the $100 for that day.

In addition, any employee(s) that are called in by the Supervisor of Buildings and Grounds or designee to perform work outside of their normally scheduled work hours would also be compensated an additional $50 per occurrence.

SUBSTITUTE EMPLOYEES

Substitute employees are those employees hired to fill in for an employee who is absent because of illness, injury or vacation.

REDUCTION IN FORCE

Should a reduction in force (RIF) occur, specific guidelines shall be followed in determining the elimination of staff.

1. Reduction shall be determined by job classification and/or skill level.
2. Position in specific job classification to be eliminated shall be determined by employee seniority-lowest seniority employee shall be eliminated first. Seniority is based on a District-wide list.
3. Skill level within job classification may be considered.
4. Recall rights for RIF'd employees to the same or lesser level job classification is in effect for a period of one year. Recall rights are lost if a position is offered and refused.

VACANCIES/SENIORITY

Employee vacancies will be posted electronically for a period of at least one (1) week before the position is filled. District employees will be given first consideration for positions they are qualified to fill. If two or more employees from within the District apply for the same position and qualifications are comparable, seniority will be considered, however the final discretion to fill a vacancy will remain with administration.-

INVOLUNTARY TRANSFERS

If it becomes necessary to transfer Custodial, Maintenance and Grounds staff from one work location to another due to a vacancy, the District will publicly notify all employees of need and the timing of the pending transfer. Opportunity will be provided to allow qualified staff to apply for the transfer need and that window will remain open for one (1) week. If no applications are submitted, and if all other issues are equal, the District will then go to seniority (date of full-time hire) to identify the individual that will be involuntarily transferred to meet the needs of the District. The District has the right to transfer employees at will on a temporary basis or based on the extenuating circumstances.

RELATIONSHIP WITH STAFF AND STUDENTS

Employees are not to admit students to lockers or to rooms at any time without prior approval of the person in charge.

Abusive language or actions directed at staff members or students is subject to immediate disciplinary action.

Any problems or difficulties in these areas should be brought to the attention of the employee's immediate supervisor.

Certain behaviors demonstrated by employees will result in immediate removal from the premises pending final resolution. Examples of this behavior include, but are not limited to: inappropriate interactions with students, insubordination, commission of a crime, assault, or unethical, illegal, or immoral behavior.

SUBCONTRACTING

There will be no subcontracting during the term of this agreement. In the event the District moves to outsource the bargaining unit staff, then the District must notify the Union 90 days in advance of any initial actions.

The District may utilize outside vendors without prior Union notification for specialized services, emergency repairs, or temporary projects that exceed the current capacity or technical expertise of the bargaining unit staff, provided such use does not result in the layoff or reduction of regularly scheduled hours for any bargaining unit employee.

ARTICLE 4 INSURANCE

CAFETERIA PLAN/FLEXIBLE BENEFITS

Effective August 25, 1992, the Custodial, Maintenance and Grounds employee group will pay for the District 99 fringe benefits that they elect through a "cafeteria plan" which meets the requirements of Section 125 of the Internal Revenue Code. The cafeteria plan/flexible benefits will contain the following features:

1. The fringe benefit 12-month period will begin January 1 of each year.
2. There will be Board Paid $50,000.00 coverage (to age 70, then reduced 50%)
3. Group Term Life Insurance will be offered to employees. Employees will have the opportunity to purchase an additional $150,000 of voluntary term life. Additional term life is available up to 5 times annual salary, not to exceed $500,000 (proof of insurability required if new election this year.)
4. Premiums for health, dental and vision insurance whether such is provided on a group basis by the Board of Education or otherwise.
5. Reimbursement for qualified dependent care up to the maximum allowed as defined in Section 129(e)1 of the Internal Revenue Code.
6. Reimbursement for the cost of medical care up to the maximum allowed as defined in Section 213(d) of the Internal Revenue Code.
7. The amounts so allocated shall accrue during the 12-month period and be payable pro rata upon the submission by the employee of receipts demonstrating the payment of such amounts. Any amount so allocated for which reimbursement cannot be demonstrated on a timely basis will be forfeited and not otherwise paid to the employee or carried over to the following year.

HEALTH INSURANCE

The Board will provide health insurance coverage for all bargaining unit employees. The Board will cover the cost of the insurance premiums for the plans provided at the percentages list below:

Insurance	Board Coverage
PPO w/ HSA Ind.	95%
HMO Ind.	85%
PPO w/ HSA family/+1	60%
HMO w/family/+1	60%

PPO rates will remain as-is through December 31, 2026

The Board's dependent (family or employee plus one) coverage allocation for each school year shall be provided in addition to the individual coverage allocation amounts reflected in the first paragraph of this subsection.

For those Employees who elect to not take the district insurance, the District will pay a $600 stipend in two semi annual $300 payments.

Premium increases greater than 10% in the HMO or greater than 5% in the PPO plans will result in a split in the premium increase between the employee and the district and the percentage of premiums contributed by the district that is outlined in this agreement will be adjusted appropriately.

WORKERS' COMPENSATION

Workers' Compensation is carried for all employees by the Board of Education. This is a requirement of the State of Illinois, and employees will receive compensation in accordance with schedules and benefits formulated by the State of Illinois. Custodial, Maintenance and Grounds employees must notify their Shift Foreman and the District 99 Business Office immediately after any work related accident involving personal injury. Employees pay for health insurance while on workers compensation.

ARTICLE 5 LEAVES/BENEFIT TIME

SICK LEAVE

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness in the immediate family of the employee. A sick day cannot be used for any other purpose. Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness or injury, death in the immediate family or household, or birth, adoption, or placement for adoption in accordance with School Code. Immediate family shall be defined in accordance with the School Code which presently includes parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. In addition to the above, exceptions can be made at the discretion of the Superintendent or the Superintendent's designee. All employees shall notify the Supervisor of Building and Grounds each day prior to their scheduled starting time in the event of illness.

First Shift Employees are expected to notify of an absence at least one-hour in advance of their shift. All other employees should notify at least two-hours before their shift.

Sick leave benefits for full-time employees shall be as follows:

1. Eighteen (18) days per year (cumulative to 260 days).
2. Employees who have reached the 260 day limit will be awarded 18 additional sick days on July 1st annually with a limit of 278 days total at any one time.
3. Current employees will earn sick leave annually on July 1st.
4. New employees will earn sick leave upon hire.

New employees with a start date after July 1st will be granted 15 sick days in their first fiscal year of employment. New employees with a start date on or after December 1st will receive 10 sick days in their first fiscal year of employment.

Absences will be charged at quarter, half, three-quarter or full days. As such, we do ask that you come to work before/after your appointment if possible.

An employee's daily pay will be deducted for each absence for illness after accumulated sick leave and other available leave has been exhausted, or for any unexcused absence.

An employee will be requested to explain frequent absences that follow a pattern to his/her director and to the Human Resources Department.

Employees are also entitled to provisions of the Family and Medical Leave Act.

The administration reserves the right to request a doctor's statement or other proof of illness after the employee has been absent. Extended illness may require additional information from the doctor. Failure to produce a doctor's statement may result in the loss of pay.

PERSONAL LEAVE

It is recognized that on certain occasions a member of the Custodial, Maintenance and Grounds staff may encounter a problem which makes it necessary and urgent that he/she be absent for a part or all of a working day. To meet such situations, the Board will grant personal leave as follows:

Working in District	1-9 years	Two days cumulative to three
	10+ years	Two days cumulative to five

As used herein, personal leave means attending to a matter which cannot reasonably otherwise be attended to during non-school days or hours. Such personal leave shall be without loss of pay or other benefits. Unused personal leave that exceeds the accumulative allowed will be transferred to sick leave.

Written request for use of a personal leave day must be made to the Supervisor of Building and Grounds at least twenty-four (24) hours in advance of the absence, with the exception of an emergency. Written requests must provide the reason for the request and the amount of time needed to fulfill the request. If a full day is not required to attend to the personal matter, a partial day should be requested and the employee should work a portion of the day. If a need arises to take two or more consecutive personal leave days, reason for leave taken shall be given in advance to the Supervisor of Building and Grounds.

A few examples of appropriate use of personal time would be to attend the closing of the sale/purchase of a new home, attend parent conference at your child's school, car problems, or a maintenance problem at home, such as bursting pipes, broken furnace, flooding. Personal days are not to be used as vacation days, for observance of recognized holidays of the Employee's faith, on days immediately preceding or following a holiday, recess, or vacation period, to participate in any labor dispute of any kind, or to engage in other employment.

Personal leave will be charged in quarter, half, three-quarter or full days.

BEREAVEMENT LEAVE

A maximum of four (4) days absence per instance shall be allowed at full pay in case of a death in the immediate family of a Custodial, Maintenance and Grounds employee. Any time required beyond four (4) days shall be assessed against accumulated sick leave or personal leave.

Immediate family of the employee shall be defined in accordance with the School Code which presently includes parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, grandparents-in-law, and legal guardians. In addition to the above, exceptions such as life partner or anyone residing in the home, or extending the maximum number of days can be made at the discretion of the Superintendent or the Superintendent's designee.

In addition, a Custodial, Maintenance or Grounds employee may use accumulated personal leave (or accumulated sick leave if the employee's personal leave has been exhausted), to attend the funeral of an aunt or uncle.

"Friends" are not considered to be immediate or non-immediate family. Time off without pay may be allowed, or personal leave time may be used for this purpose. Additional information may be required regarding non-relative funeral attendance.

VACATIONS

This section shall apply only to employees who work on a full-time basis, fifty-two (52) weeks per year.

All full-time employees shall be granted a predetermined number of vacation days at the beginning of each fiscal year (July 1).

All vacation days, specifically those within the first 90 days of employment for a new staff member, will be subject to prior approval.

- New Employees: Staff hired after July 1 shall receive a prorated number of vacation days based on the number of full months remaining in the fiscal year. These days will be credited to the employee's leave bank upon their first day of active service.
- Annual Grant: On July 1 of each subsequent year, the employee's vacation bank will be replenished according to the following schedule:

  Allotment by months

Months of Service	Days of Vacation

0 - 59	10 days
60 - 107	13 days
108 - 155	16 days
156 +	20 days

Carryover of Unused Days

The District encourages employees to utilize their vacation leave within the fiscal year in which it is granted. However, the District recognizes that operational needs may occasionally prevent the full use of such leave. Therefore:

- Maximum Carryover: Employees may carry over a maximum of ten (10) unused vacation days into the following fiscal year.
- Forfeiture: Beginning July 1, 2027 and every year forward on July 1, any unused vacation days in excess of ten (10) remaining in an employee's account at the close of business on June 30 shall be forfeited and removed from the employee's leave balance.

Vacation days are those days that the employee uses for vacation while receiving his/her regular daily pay.

If a holiday falls within the selected or assigned vacation period, it shall not be charged as a vacation day(s).

All vacation requests should be submitted at least forty-eight (48) hours in advance. Requests with less than forty-eight (48) hours notice will be reviewed on a case by case basis by the Supervisor of Building & Grounds (or their designee). The approval of any such request without proper advance notice, will be non-precedent setting.

Vacation times selected must have final approval of the Supervisor of Building and Grounds or the Assistant Superintendent for Human Resources. There are periods of time that are deemed 'critical' and leaves will likely be denied, canceled, or heavily restricted. Examples of these would include (but are not limited to): graduation, start of school year, snow days, special projects or events, etc.

Vacation days may be charged in quarter (1/4) day units.

Employees whose employment is terminated will be paid for any unused vacation days which have been accrued.

FAMILY MEDICAL LEAVE ACT (FMLA)

Family Medical Leave Act (FMLA) as defined by the Board Policy and law. Eligible employees are those who have been employed by the District for at least 12 months and have worked for at least 1250 hours. FMLA leave shall be used concurrently with available sick leave. FMLA requires employers to provide up to 12 weeks of unpaid, job protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;

- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Leaves for military service shall be provided in alignment with the Uniform Service Employment and Reemployment Rights Act.

If an employee is going to be absent for more than five (5) work days, the employee must complete and submit the Family and Medical Leave Request Form posted on the District's website. Medical certification must also be provided. An employee may use accumulated sick time during an FMLA period when medical certification is provided defining the period of "disability".

JURY DUTY

Any employee called for jury duty shall notify their supervisor immediately upon receiving notice of potential jury duty. Any employee called for duty shall be paid full compensation without loss of benefits. Evidence may be requested as proof of service.

RELIGIOUS LEAVE

The Board may grant up to (6) days per fiscal year for employees to take part in a religious holiday of their faith not otherwise recognized as a school holiday. Personal days may be used for any additional need. The Board may ask for a statement from a recognized leader of the religion identifying religious observances within that faith.

HOLIDAYS

Full-time employees shall be granted 19 paid holidays. The district will publish a work calendar.

Should a regular holiday fall on Saturday or Sunday, the holiday shall be celebrated at the discretion of the Superintendent of Schools. For employees with irregular work week assignments, every effort will be made to schedule a discretionary holiday so as to provide three (3) day holidays as frequently as possible.

ARTICLE 6 RETIREMENT

Standard Retirement Benefit

Five hour or more employees who retire from the District at a minimum age of 55 with a minimum of five years of IMRF creditable service with the District will be granted the following:

CMG employees will receive (a) $30 dollars per day, up to a maximum of 260 days, for each unused sick leave day not reported to IMRF. The amount due for each day of unused sick leave will be paid to the employee on the first payroll date in the second month following retirement.

The eligible employee must file an irrevocable letter with the Human Resources office, resigning and retiring at least one (1) month prior to their last scheduled work day.

Post Retirement Longevity Stipend

CMG employees will receive a one-time post retirement stipend if they file an irrevocable letter with the Human Resources office, resigning and retiring at least three (3) months prior to their last

scheduled work day. This stipend will be based on a flat rate of $300 multiplied by the number of consecutive full years of service in District 99 at the time of retirement (there is no cap on the amount). The post retirement stipend will be paid to the employee on the first payroll date in the second month following retirement. While in the 4 years before or after the school year in which they reach social security age, all earnings from the “Cost Savings Sharing Incentive Bonus” will be deferred and included in the Post Retirement Longevity Stipend.

Earliest Retirement Incentive Program

The following separation incentives will sunset on July 1, 2029. Employees who choose to utilize this option must submit their retirement/resignation letter by June 6, 2029. In order to be granted these incentives, the employee must retire at the conclusion of the fiscal year they elect to retire in (June 30th in 2027, 2028, or 2029).

1. Eligibility
The District 99 Early Retirement Incentive will be available to CMG Employees who have at least ten (10) years of creditable IMRF service in District 99, and retire in the school year in which they reach social security age or earlier at the time of retirement. The eligible employee must file an irrevocable retirement letter with the Human Resources office by February 1, up to two years before the year they plan to retire.

2. Benefits
Acceptance of the resignation and retirement and approval of wage increases, increased longevity stipend, and authorization for any sick leave payout shall occur upon the Board's approval of the irrevocable letter of intent to retire. Employees who choose to retire at the end of any year covered in this agreement will receive a modified hourly rate of 6% beyond the prior year’s hourly rate for up to two years before their retirement date. Employees that notify the district by February 1 of the year prior to the year they retire will receive a modified hourly rate of 6% beyond the prior year’s hourly rate AND an hourly rate increase of 6% for their final school year. Employees qualifying for the earliest retirement incentive will receive a one time payout equal to $700 multiplied by consecutive years of service in District 99. This stipend replaces the stipend in section B above. Once this stipend is paid, post retirement obligations from the District end.

In either retirement option, under no circumstances shall an employee’s earnings exceed a 6% increase while in the 4 years before or after the school year in which they reach social security age.

The maximum salary increase for anyone in the 4 year window of their earliest date before they are eligible to retire (earliest date) is 6%.

ARTICLE 7 EVALUATION AND TRAINING

EVALUATION
A performance evaluation for each employee shall be completed annually. Completed evaluations are to be submitted to the office of Human Resources by June 15. The evaluation will be discussed with the employee, and the written report will become part of the employee’s permanent file.

REQUIRED TRAINING
The Board of Education shall endeavor to provide opportunities for in-service training with the objective of improving employees’ skills. The Custodial, Maintenance and Grounds employees agree

that it shall be the responsibility of the employees to take advantage of the training. The nature of such training shall be developed by the Administration, but in general it shall be limited to those skills inherent in the employee's job classification. Each year, the District will coordinate training sessions that are required by District policy, local, state, or federal regulations. All Custodial, Maintenance and Grounds staff are required to attend these sessions and satisfy the requirements of the training session. This is a condition of employment.

CONDITIONAL TRAINING /COURSEWORK REIMBURSEMENT

Upon direction of administration, CMG employees have the opportunity to be reimbursed for any additional training/coursework they take on, and successfully complete, that is deemed to be of benefit to the district. To qualify for this reimbursement the employee must be directed/requested by administration to enroll in the training/coursework, provide evidence of successful completion of the training/coursework, and submit a receipt of their payment to the district to process reimbursement.

ARTICLE 8 DISCIPLINE

JUST CAUSE DISCIPLINE

No Employee shall be suspended without pay, denied a salary increase without just cause. At the time such action is taken, a written notice of the specific grounds forming the basis for disciplinary action shall be delivered to the Employee and to the Association. No persons will be arbitrarily or capriciously terminated.

PROGRESSIVE DISCIPLINE GUIDELINES

Professional and ethical behavior is expected of all District staff members. The standards listed in Administrative Regulation 5.120 AR2 serve as a notice of expected conduct. The standards are intended to protect the health, safety, and general welfare of students and employees, ensure the community a degree of accountability within the School District, and define misconduct justifying disciplinary action, up to and including dismissal. The listed standards are not a complete list of expectations, and depending on the factual context, an employee may be disciplined for conduct that is not specifically listed.

Direct Supervisors shall intervene informally with any situation, other than situations involving serious misconduct, including but not limited to, being at work under the influence, theft, inappropriate relationship with students, inappropriate physical contact with students or other staff members or in situations where the health and safety of students and staff are at risk, prior to the start of the Progressive Discipline process outlined below. Informal communications between the Direct Supervisor and employee shall not be considered leveled discipline.

If informal remediation has not corrected the issue of concern, an Administrator then shall determine whether or not to begin the formal process below.

Step 1 : Fact-Finding

In the event an administrator requires an Employee to attend a meeting to discuss any matter that might lead to discipline or possible disciplinary action against the employee, the employee shall be entitled to have an Union representative of his or her choice present. The employee shall be informed in advance and in writing as to the purpose of the conference, except in circumstances warranting immediate action in which the health or safety of any student or school employee is at risk. Only the employee, the Union representative and Administrators shall be present at the fact-finding conference.

The conference will afford the employee an opportunity to respond to the allegations made against them. After the Fact-Finding meeting, should the Administrator require further information from additional staff members to make a determination, an Investigation Report shall be filled out and the employee notified of the investigation. Upon the conclusion of the investigation a copy of the findings shall be provided to the employee. If warranted, the Administrator shall continue with Step 2: Formal Discipline Conference.

Step 2 : Formal Discipline Conference

If, after Step 1: Fact Finding, disciplinary action against the employee is taken, an additional conference will be scheduled. At the conference, the employee shall be entitled to have an Association representative of his or her choice present. The Administrator may also ask the employee's Direct Supervisor to attend so all parties are present to hear and understand the actions taken by administration. The Administrator will provide the employee with a written notice of specific grounds forming the basis of the disciplinary action. Disciplinary action will be based on Progressive Discipline Guidelines. If requested, a copy of the written notice will be provided to the Association Designee.

Other than situations involving serious misconduct, including but not limited to, being at work under the influence, theft, inappropriate relationship with students, inappropriate physical contact with students or other staff members, the employer will follow the progressive discipline levels outlined below.

Level 1 – **A Notice of Professional Expectations (NOPE)**
A Notice of Professional Expectations (NOPE) shall be provided using the approved District Form. This form is to summarize a conversation where the administrator reviewed expectations and provided guidance as to how the staff member can improve their performance.

Level 2 – Letter of Reprimand
Using the approved District Disciplinary Form, The Administrator will summarize a conversation where specific direction was given to the employee. On the Disciplinary Form, the employee can expect to see specific steps that must be taken, and/or specific expectations for how to approach some aspect of the job moving forward. A recommendation for further disciplinary action may be included on this Form.

Level 3 – Suspension
Suspension with or without pay up to 10 days, or denied a salary increase.

Level 4 – Termination

ARTICLE 9 GRIEVANCE PROCEDURES

DEFINITIONS

A grievance is a claim filed by the Union alleging that the Employer has violated, misinterpreted, misapplied, unfairly applied, or not applied any provision of this Agreement which affects said employee. SEIU may file a grievance on behalf of a group of employees if the violation affects multiple members of SEIU. This Article will not limit an employee’s right to discuss a complaint via administrative channels and to solve the problem without resorting to these grievance procedures.

CONTENTS OF A GRIEVANCE

During each step where a grievance is submitted in writing, the written statement will clearly specify:

1. The name of the aggrieved person, persons or group of people, the manner in which the aggrieved person(s) has been injured, and the proposed remedy or remedies for resolution of the grievance;
2. The specific section of the Agreement allegedly violated;
3. When this alleged violation occurred;
4. In what way there has been a violation, misinterpretation or misapplication of this Agreement.
5. The results of the previous step in the grievance procedure and why the suggested solution(s) was unsatisfactory.

RIGHTS GUARANTEED

Witnesses may be utilized by either party at any step of the grievance procedure. All documents, communications and records dealing specifically with the process of a grievance will be considered confidential and filed separately from the personnel records. No reprisals of any kind will occur by the Employer or SEIU against any grievant or other bargaining unit employee participating in the grievance procedure. The individual circumstances of an alleged grievance will not be subject to negotiations.

ADVANCED GRIEVANCES

1. If an alleged grievance involves aggrieved members in more than one building, the grievance shall be filed directly at step 3.
2. If a grievance involves termination, the grievance may be filed at step 2.

COOPERATION OF THE EMPLOYER

The Employer will cooperate in the investigation of any grievance, and further, will furnish such information as is requested for the processing of any grievance.

PROCEDURES

An attempt must be made to resolve any potential grievance with the Administrator most directly responsible for the matter, unless the grievance can be filed at an advanced step, in informal discussion between the employee and his/her building principal or supervising administrator. If, however, the informal process fails to remedy the circumstances, a formal grievance may be processed as follows:

Provided the employee, their immediate supervisor, and Union agree, and the contract provision grieved is not within the purview of the supervisor, Step 1, Step 2 and/or Step 3 of the grievance procedure may be bypassed, and the grievance brought directly to the next step. At each step, the Employer and Union shall endeavor to schedule meetings at mutually agreeable times and places. Should the parties agree to hold a meeting, the timelines for that step shall be placed on hold until the meeting can be completed. Failure by the appropriate Employer designee at the appropriate step shall be considered a denial of the grievance, allowing the Union to then move the grievance to the next appropriate step.

Step 1 – The aggrieved employee must file in writing with the Employer designee within ten (10) business days from the date of the occurrence of the event giving rise to the grievance or within ten (10) business days of the informal discussion provided that the informal discussion occurred within ten (10) business days from the date of occurrence of the event giving rise to the grievance, whichever is later. In the event the grievance is the result of events occurring on multiple days, the last day on which an event occurs will be the starting point for the ten (10) business days. The member shall notify an

SEIU representative or steward of the claim and the representative or steward shall participate in all further discussions outlined in this article. The Employer designee shall render a decision on the grievance within ten (10) business days following the meeting of the grievance, should one be scheduled, or receipt of the grievance. Should the response from the Employer designee not satisfy grievance according to the Union, then the Union shall have ten (10) business days to move the grievance to the next step.

Step 2 – Within ten (10) business days of receipt of the grievance or the meeting of the grievance, the Employer designee shall submit a written response to the grievant with a copy to the Superintendent and the Union. Should the response from the Employer designee not satisfy the grievance according to the Union, then the Union shall have ten (10) business days to move the grievance to the next step.

Step 3 – Within ten (10) business days of receipt of the grievance or the meeting of the grievance, the Superintendent shall submit a written response to the Union. Should the response from the Superintendent not satisfy the grievance according to the Union, then the Union shall have ten (10) business days to move the grievance to the next step.
Step 4 – If not satisfied with the disposition of the grievance at Step 3, the Union may submit the grievance to the Board of Education and a meeting will be scheduled before the Board. The appeal may be in writing or by way of an oral presentation, as SEIU may request, and if the latter, shall be closed unless otherwise mutually agreed and shall be before the full Board. Any such meeting shall be scheduled within ten (10) days of the date of filing of the grievance at Step 4. The Board shall communicate its decision in writing to the aggrieved member(s) and Union within ten (10) business days following the meeting. Those persons who have the right to participate in the meeting at the Superintendent's level shall have the right to appear at the Board meeting, and legal counsel may also appear.

BINDING ARBITRATION

1. If the Union is not satisfied with the disposition of the grievance by the Board, the grievance may be submitted to arbitration before an impartial arbitrator to be mutually acceptable. If the parties cannot agree, the American Arbitration Association (AAA) shall act as administrator of the proceedings. The decision of the arbitrator shall be binding to the parties concerned in the grievance. The fees and expenses of the arbitrator shall be shared equally by the parties. The Union will notify the Board of its intent to pursue arbitration within thirty (30) days of the receipt of the Board's findings.

2. The arbitrator shall have no power to alter, add to or subtract from the terms of this agreement. The arbitrator shall consider and decide only the specific issues submitted and shall base the decision solely upon the arbitrator's interpretation of the meaning and application of the specific terms of this Agreement, as well as the parties' past practices and bargaining history, to the facts of the grievance presented.

GENERAL PROVISIONS

1. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties
2. If an individual member has a personal complaint and desires to discuss it with the supervisor, the member is free to do so without recourse to the grievance procedure.
3. No grievance shall be adjusted without prior notification to the Union and opportunity for an SEIU representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement.

4. A grievance may be withdrawn at any level without establishing precedent and, if withdrawn, shall be treated as though never having been filed.

ARTICLE 10 NO STRIKE/NO LOCKOUT PROVISION

1. During the term of this agreement, the Union will not support nor authorize a work stoppage, slowdown, strike, or any other disruption nor interference with the operation of the Employer, nor will it authorize nor condone such action on the part of any member or groups of members of said Union.
2. In the event of any violation or violations of any provisions of this Article by the Union, its members or representatives or by any employee, any violating employee shall be subject to discipline or discharge as determined appropriate in the sole and unilateral discretion of the Employer. The Union shall, upon notice from the Employer, immediately direct such employees both orally and in writing to resume normal operations and make every other reasonable effort to end any violation(s).
3. During the term of this contract, the Employer shall not lock out bargaining unit employees.

ARTICLE 11 WAGES AND INSURANCE

SALARY

Year 1

Current rate	Increase
Under 21.53	$2.50
21.53-22.04	$2.25
22.06-23.11	$2.00
23.12 and up	$1.50 (Unless retiring then maximum of 6%)

Year 2 – CPI-U 2.7% (plus $200 retention bonus)
Year 3 – CPI-U Cap of 5% (plus Cost Savings Incentive Bonus - maximum $60K for the group)

COST SAVINGS SHARING INCENTIVE BONUS

1. Covered Expenditures

In order to incentivize skill development throughout the bargaining unit, the District and the Union agree to establish a collaborative system to monitor and reduce expenditures related to skilled custodial, maintenance, and grounds work with the purpose of utilizing a portion of cost savings to fund an annual bonus payment for bargaining unit members. Covered expenditures shall include costs associated with contracted services and materials directly related to skilled custodial, maintenance, and grounds work and repairs conducted in the normal course business for a given contractual year.

2. Tracking Savings

During the 2026-2027 contract year, the District, in consultation with the Union, shall establish a system to track work otherwise completed by outside vendors and calculate savings realized when work is performed by bargaining unit members.
Cost-saving measures may not negatively impact safety, compliance, or the quality of work performed.

3. Joint Oversight

1. A joint labor-management committee shall be established, consisting of an equal number of District and Union representatives.

2. The committee shall meet at least quarterly to review expenditures, ensure transparency, and verify any cost savings.
3. The committee shall also ensure that any cost-saving measures do not negatively impact safety, compliance, or the quality of work performed.

4. Calculation of Savings

1. "Savings" shall be defined as the positive difference between the established baseline and the actual expenditures incurred during the fiscal year in the covered categories.
2. Savings calculations shall exclude:
   a. One-time or extraordinary expenses;
   b. Costs shifted to other budget categories;
   c. Reductions attributable to decreased service levels or deferred maintenance.
3. All savings calculations are subject to review and mutual agreement by the joint labor-management committee.

5. Bonus Distribution

1. The Union bargaining unit shall be entitled to receive twenty percent (20%) of verified annual savings in the 2027-2028 school year as a one-time bonus pool up to $60,000.
2. The total bonus pool shall be distributed equally among all bargaining unit members who are actively employed as of the last day of the fiscal year, unless otherwise mutually agreed.
3. Employees who separate from employment prior to the last day of the fiscal year shall not be eligible for the bonus, unless otherwise required by law or mutually agreed.
4. Bonus payments shall be issued no later than ninety (90) days following the close of the fiscal year and final verification of savings.

6. Safeguards

1. Nothing in this provision shall require or permit the reduction of staffing levels, wages, or negotiated benefits.
2. The District retains the right to ensure compliance with all applicable laws, regulations, and operational standards.
3. This program may be suspended by mutual agreement if either party determines it is not achieving its intended purpose.

7. Term and Review

This program shall be subject to annual review by the joint labor-management committee and may be modified by mutual agreement of the District and the Union.

ARTICLE 12 – DURATION OF CONTRACT

This contract shall be in full force and effect through June 30, 2029.
In witness whereof, the parties have on this_____ day of _____, 2026, caused their signatures to be hereunto affixed by their duly authorized officers.

FOR SEIU LOCAL 73

Dian Palmer, President

Shea Marshall, Local 73, Business Rep.

FOR SCHOOL DISTRICT 99

Donald Renner, Board President

Hank Thiele, Superintendent