

COLLECTIVE BARGAINING AGREEMENT

**Between the
BOARD OF EDUCATION OF SCHOOL DISTRICT 45
VILLA PARK, ILLINOIS**

**and the
DISTRICT 45 EMPLOYEES ASSOCIATION, IEA/NEA**

JULY 1, 2019 – JUNE 30, 2022

TABLE OF CONTENTS

COLLECTIVE BARGAINING AGREEMENT

Article	Description	Page
PREAMBLE		3
ARTICLE I	RECOGNITION	4
ARTICLE II	ASSOCIATION RIGHTS	5
ARTICLE III	MANAGEMENT RIGHTS	7
ARTICLE IV	GRIEVANCE PROCEDURE	8
ARTICLE V	WORKING CONDITIONS	10
ARTICLE VI	LEAVES	15
ARTICLE VII	SENIORITY, JOB POSTING AND BIDDING	19
ARTICLE VIII	BOARD-PAID INSURANCE COVERAGE	21
ARTICLE IX	WAGES AND OTHER COMPENSATION	22
ARTICLE X	PAID HOLIDAYS	24
ARTICLE XI	VACATIONS	26
ARTICLE XII	CHECKOFF	27
ARTICLE XIII	DURATION AND EFFECT OF AGREEMENT	28
PROVISIONS COVERING APPLICATION OF PAY SCHEDULES		30
PAY SCHEDULES		32

PREAMBLE

WHEREAS, the Board and Association have endorsed voluntarily the practices and procedures of collective bargaining as a fair and orderly way of conducting the Board's relations with its employees insofar as such practices are appropriate to the obligation of the Board to retain the right to operate the school district in a responsible and efficient manner and are consonant with the paramount interests of the public and the students in the school system; and

WHEREAS, the Board of Education and the District 45 Employees Association-IEA- NEA recognize that this agreement is not intended to modify any of the discretionary authority vested in the Board and the school district by the statutes of the State of Illinois; and

WHEREAS, it is the intention of the parties to this agreement to provide, where not otherwise mandated by statute, for the salary structure, fringe benefits, and other conditions of employment of the employees covered by this agreement, to prevent interruptions of work and interference with the efficient operation of the school district, and to provide an orderly and prompt method for handling and processing grievances;

NOW, THEREFORE, the parties agree with each other as follows:

ARTICLE I
RECOGNITION

Section 1.

The Board of Education of Villa Park School District No. 45, DuPage County, Illinois (hereinafter "Board"), recognizes District 45 Employees Association-IEA-NEA (hereinafter "Association) as the exclusive collective bargaining representative for all full-time and part-time custodial and maintenance employees, but excluding foremen who do not regularly perform bargaining unit work and persons excluded pursuant to the provisions of the Illinois Educational Labor Relations Act.

As used herein, "employee" shall mean those persons defined in the bargaining unit above.

Section 2.

This shall not preclude any employee of District 45 from voluntarily belonging to the Association and paying dues in accordance with the provisions of Article XII.

ARTICLE II

ASSOCIATION RIGHTS

Section 1. Nondiscrimination

There shall be no discrimination against any employee for Association activity or functioning as a steward, committee member, or other Association official post as a consequence of such activity or functioning.

Section 2. Association Bulletin Board

Employees shall have access to an Association bulletin board for the posting of meeting notices and other information provided by the Association.

Section 3. Notices to the Association

The Association President and IEA/NEA UniServ Director shall receive copies of all notices regarding job openings as well as a copy of all personnel transactions to fill jobs as they occur.

Section 4. Attendance at Association Meetings

An employee may attend an Association meeting without pay if the workload permits and if approved by the personnel administrator or designee.

Section 5. Association Leave Days

The Association shall be permitted three (3) days of paid leave each calendar year to carry out Association business, provided at least two (2) working days notice of intent to use such days shall be given and such shall not materially interfere with the ability of the District to meet its responsibility.

Section 6. Association Meetings

The Association, at reasonable intervals during the calendar year, shall be permitted to hold three (3) meetings at shift change in the schools, not to exceed one-half hour from each shift, provided the contract ratification meeting shall be excluded in computing the maximum number of meetings per year. At least two days notice of such meetings must be given and have the approval of the Assistant Superintendent for Finance or Superintendent's designee.

Section 7. Joint Labor Management Committee

In an effort to foster positive, on-going communications between the Association and the Administration/Board, the parties agree to form a Joint Labor Management Committee to address both contractual and non-contractual issues of interest or concern to the parties. The committee shall be advisory to the Administration/Board and the Association. The Committee shall be composed of the Association President and one member appointed by the Association President, and The Assistant Superintendent for Human Resources, and The Director of Buildings and Grounds. In addition, the Committee may invite others to attend Committee meetings for the purposes of serving as a resource for information relevant to any matter before the Committee. Such resource persons may include but are not limited to a teacher, a community member, an outside person with special expertise or knowledge, or the Assistant Superintendent for Finance. The resource persons shall be invited upon the basis of a consensus of the Committee. The Committee shall prepare agendas in advance of the meetings and keep notes of the meetings which shall be distributed to the Committee members.

The Committee shall establish a meeting schedule as determined by the consensus of the Committee. One co-chairperson shall be appointed by the Association and the other shall be chosen by the Administration. The members of the Committee shall make an effort to notify the co-chairpersons of the Committee concerning any issue or concern that a member of the Committee suggests for discussion.

Neither the Board nor the Association waives its rights or duties under the Illinois Education Labor Relations Act as a result of participation in this committee.

ARTICLE III
MANAGEMENT RIGHTS

The Board shall retain all rights to management of the property and buildings, and direction of the working force, subject to this agreement.

ARTICLE IV

GRIEVANCE PROCEDURE

Section 1. Definition

A grievance is a violation, misinterpretation or misapplication of the provisions of this agreement.

Section 2. Procedure

To insure prompt settlement of any grievance, it shall initially be taken up orally between the employee(s) and the immediate supervisor. The steward may attend such informal discussion if requested by the employee. If not satisfied, the grievance shall be reduced to writing and settled as follows:

Step 1. To Immediate Supervisor

The employee or Association must file a written grievance with his/her immediate supervisor within seven (7) working days after occurrence of the complaint(s) or within seven (7) working days from when the employee may reasonably have ascertained the occurrence of such event(s). The immediate supervisor will respond in writing to such grievance within seven (7) working days after receipt of the written grievance or any meeting he may convene, whichever shall last occur.

Step 2. To the Assistant Superintendent for Finance or his/her Designee

If the written answer from the immediate supervisor is not satisfactory, the employee or Association may within ten (10) working days following receipt of the answer, file a written grievance with the Assistant Superintendent for Finance or his/her designee. The grievant(s) and the Assistant Superintendent for Finance or designee shall meet within ten (10) days of the submission of the appeal. A written answer will be sent to the grievant within ten (10) working days of this meeting.

Step 3. To the Superintendent of Schools

If Step 2 is not satisfactory, the employee or Association may, within ten (10) working days following receipt of the answer from the Assistant Superintendent for Finance or his/her designee, file a written appeal to the Superintendent of Schools or his/her designee who shall conduct a hearing with all parties in attendance and give an answer to said appeal within ten (10) days of the grievance meeting.

Step 4. Arbitration

If the Association is not satisfied with the disposition of the grievance at Step 2 or 3 or the time limits expire without the issuance of the Superintendent's written reply, the Association may submit the grievance to final and binding arbitration by the American Arbitration Association (AAA) which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date of the Step 2 or 3 answer, then the grievance shall be deemed withdrawn.

1. The arbitrator shall have no power to alter the terms of this Agreement.
2. Each party shall bear the full costs for its representation in the arbitration. The cost of the AAA shall be divided equally between the Board and the Association.
3. If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the transcripts shall be divided equally.

Section 3.

The decision of the arbitrator shall be final and binding upon both parties.

Section 4.

Each party shall bear 50% of the costs and expenses of the arbitrator.

Section 5.

Unless the time restrictions are waived by mutual agreement, any grievance not appealed to the next step of the Grievance Procedure within the time limits set forth shall be deemed to have been withdrawn.

Section 6.

An Association representative may be present at all steps of the Grievance Procedure.

Section 7.

As used herein, "day" shall mean Monday through Friday except days on which the District Business Office is closed.

Section 8.

A grievance may be withdrawn by the Association at any time, but if withdrawn, shall be deemed as though never having been filed.

ARTICLE V

WORKING CONDITIONS

Section 1. New Employees

a. Notification to Association

New employees shall be hired in accordance with the wage scale made part of this Agreement. The Board shall advise the Association of the name, position and regular salary of all new employees.

b. Demonstration of Physical Condition

Except as precluded by law, the Board may require all new employees to submit reasonable medical evidence as specified by the Board demonstrating their medical condition and ability to perform their job. The cost, if any, of providing such medical information shall be borne by the employee.

Section 2. Evaluation and Personnel File

- a. At the onset of the contract period each employee will receive a copy of the District's Custodial and Maintenance Plan. The plan will contain evaluation procedures, copies of the job descriptions of bargaining unit members, and evaluation instruments. The parties will conduct a joint inservice of the plan at the onset of the contract. Each new employee will receive a copy of the plan upon hire at which time the Director of Building and Grounds will review the plan with him or her.
- b. Employees shall be given a copy of any evaluation report and shall have the right to discuss such report with the primary evaluator. Employees shall be given a copy of all evaluative material added to the personnel file at or promptly following the time such is added to the file. The employee shall acknowledge receipt of such copy.
- c. Employees shall have the right to respond in writing to all additions to the personnel file, provided the employee of a copy of such addition files such response within ten (10) calendar days of receipt. Such additions shall be made a part of the file. No separate personnel file shall be maintained other than the one subject to employee inspection.
- d. Each employee shall have the right upon request to review the contents of his personnel file, with the exception of initial employment letters of reference or other confidential data. Such review shall be during normal business hours and in the presence of a representative of the Board. An employee must provide his written consent to the Board before disclosure of his written record will be made

to any person not authorized by the Board to inspect such file. Nothing shall be permanently removed from the personnel file without the consent of an appropriate agent of the Board of Education.

- e. An employee or his designated representative may obtain copies of documents made available as above.
- f. No record or file or document pertaining to an employee will be made available to any unauthorized persons for inspection or to copy.

Section 3. Rest Area

An area for employees for eating and relaxation during breaks shall be provided in each building for custodial and maintenance employees.

Section 4. Training Sessions

Employees required to attend training sessions shall be compensated if such sessions are conducted during the employee's regular working hours.

Section 5. Uniforms

The District will supply each employee with the following uniforms:

- Five [5] sets during the first year of employment, and if needed, a maximum of three (3) sets thereafter.
- Uniforms will consist of a short sleeved shirt or polo shirt and one (1) navy blue pant. Employees will be able to choose one (1) western cut navy work pant, one (1) uniform navy work pant, or one (1) navy blue jean.
- Every employee will be supplied with one (1) parka-like jacket, one (1) team jacket, and one (1) Carhartt snow bib that will be replaced as needed. Walking length shorts when appropriate are acceptable with the District issued T-shirt for the summer. A lightweight or heavyweight Carhartt pullover or zipper – front hoodie may be selected in lieu of one uniform set.

Employees will be consulted prior to the annual issuing of uniforms as to the appropriate size needed and have the responsibility to report damaged or worn out uniforms to the Director of Buildings and Grounds. Employees will be responsible for laundering and caring for their own uniforms.

At all times while on duty, employees are to wear only Board issued uniforms with appropriate logos and name identification as provided, unless participating in school sponsor activities.

When an employee leaves the District, all District issued clothing is to be returned to the Director of Buildings and Grounds.

The Board, at its option, may define the "year" in a single way as applicable to all employees or individually with respect to each employee's period of employment.

Section 6. Notification of Illness

In the event of illness, employees should call the Employer and enter their absence in Absence Management as soon as possible, in no case less than two (2) hours before time to report for work for the night shift and one (1) hour before time to report for the day shift.

Section 7. Emergency Phone Number

The Employer shall supply employees with a phone number to be called by families of employees in case of emergency.

Section 8. Work Week, Workday, Overtime

The normal workweek shall consist of five (5) days. The typical workday shall be eight (8) hours, exclusive of a lunch period of not less than one-half hour, but inclusive of breaks. An employee shall be given a break for each four (4) hours of continuous working (exclusive of lunch). Work in excess of forty (40) hours per week (Monday through Sunday) shall be at the rate prescribed by law, and provided further that for part-time employees overtime shall be paid for all work in excess of eight (8) hours in a single day, provided such is also in excess of such employee's normal workweek. (Example of the latter provision: An employee working four (4) hours per day, who works nine (9) hours in a single day shall receive one (1) hour of overtime compensation, provided such employee works at least twenty (20) hours in such week.) For purposes of pay, paid leaves of absence shall be computed as time worked. There shall be no pyramiding of overtime or any non-regular (premium) rates.

Section 9. Overtime Rotation

A reasonable effort shall be made to rotate overtime in each building among the employees of those who are fully qualified to perform the available services. Any refusal of overtime which shall be excused by the Board shall be counted as compliance with such rotational effort. Unless otherwise directed by the Assistant Superintendent for Finance or designee, the head custodian in each building shall assume the initial responsibility of assignment of overtime in the building.

Section 10. Lead Person on Night Shift

If three (3) or more employees are regularly assigned to a school building on the night shift, one (1) of such employees shall be designated as the lead person and shall be compensated therefore at the rate of an additional 20 cents per hour.

Section 11. Work Rules

The District shall adopt work rules (including provisions for progressive discipline) provided prior to the implementation thereof such work rules shall be submitted to the Association President or designee, and a reasonable time allowed for the Association President or designee to submit suggestions for changes in such work rules. A copy of such work rules and any changes thereto shall be included in the District's Custodial and Maintenance Plan.

Section 12. Weekend Security Person

The employee designated as the weekend security person shall be paid a minimum of four (4) hours each for such work.

Section 13. Probationary Period

All employees shall serve their first six (6) months of employment as probationary employees. After the probationary period, termination of employment shall be for reasonable cause, i.e., a rational basis for termination, including progressive discipline when applicable.

Section 14. Discharge

Employees with one (1) or more years of seniority who are discharged for any cause shall have such discharge reviewed no later than the next business day by the Superintendent of Schools. The employee shall also be given an opportunity to meet with the Superintendent or designee to discuss and review the reasons for such recommendations for discharge. The employee may bring a representative to such meeting.

Any employee discharged or suspended for any reason shall be given a written notice stating cause for the action. The Board will send a copy of the written notice to the Association. No adverse action up to and including termination will be taken without just cause.

Section 15.

Employees required to come to the Employer's office to discuss any grievance on their own time shall be paid a minimum of two (2) hours pay.

Section 16.

Employees who work an emergency day when schools have been closed by the Superintendent shall receive time-and-a-half hourly pay.

Section 17.

A copy of any disciplinary document or any other document which the District requires an employee to sign acknowledging receipt will be provided to the employee. The association president or his/her designee has the right to request from the district any document pertaining to discipline which an employee has signed.

Section 18.

No changes in regular, full time work assignments shall be made without prior notice to the employee impacted and the Association President.

Section 19. Protective Footwear

The District shall pre-select a vendor who will provide protective footwear (indoor and outdoor boots/shoes) options at the expense of the District with the recommendation to be worn when performing activities requiring safety precautions.

If an employee elects to purchase their own protective footwear, the employee shall obtain pre-approval of the footwear by the Director of Buildings and Grounds, the District will provide reimbursement of up to \$100 for shoes and \$150 for boots after a receipt has been provided to the Business Office.

During the 2019 – 2020 contract year, two (2) pairs of footwear will be provided for each employee and any new employees thereafter. One (1) pair of footwear will be provided for each employee in following years of this contract.

ARTICLE VI

LEAVES

Section 1. Injury on the Job

- a. Employees are required to notify their supervisor immediately if they sustain a work related injury. The injured employee should immediately contact their supervisor. If the supervisor is not available, the employee should contact the current triage provider which can found in the District's Custodial and Maintenance Plan. ***Always call 911 first for any potential life-threatening conditions.*** If 911 is called, the employee or supervisor can call the current triage provider after the incident to report the injury.
- b. Within 24 hours of injuries being sustained, the employee report, the supervisor's report and witness report should be completed on line. Print, sign and send the forms to the Business Office Administrative Assistant. Copies of the fillable forms are available on the District's website under For Staff.
- c. Upon notification of the injury, the Supervisor/Administrator will submit a worker's compensation claim form to the District's worker's compensation carrier for approval. Worker's Compensation payments and sick leave calculations due to a worker's compensation injury are contingent upon the approval of the worker's compensation claim by the carrier.
- d. An employee who is injured shall be entitled to receive directly all Workers' Compensation payments for which he is eligible. To the extent such compensation does not equal the employee's normal wage rate, the employee shall receive the difference between such normal wage rate and such Worker's Compensation payments for ninety (90) days beginning the second day following the injury. The first day shall be charged to the employee's sick leave. This provision shall not apply if the employee was violating work rules, administrative direction or Board policy at the time of injury.
- e. Following such ninety (90) calendar days, the injured employee may retain all worker's compensation payments but further District payments will cease unless the employee has accumulated sick leave available, in which instance such accumulated sick leave shall be paid to supplement the worker's compensation payments to the extent of normal pay rates, such payments shall be deducted from accumulated sick leave.
- f. If sick and vacation leaves have been exhausted, vacation and sick day allocations will be suspended.
- g. Vacation pay will continue to accrue during the period when sick or vacation leave shall be paid to the employee. This section shall apply only to injury on the job.

- h. Prior to returning to work, all employees who are absent from work due to a work related injury must provide the Human Resource Office with a doctor's note indicating that the employee is able to return to work.

Section 2. Disability

An employee shall be deemed temporarily disabled from the onset of any illness, disability or injury by a period of ninety (90) calendar days, whether continuous or intermittent or until accumulated sick leave shall be exhausted, whichever shall be the greater period. All insurance fringe benefits shall continue during the period of temporary disability. At the end of such period, the employee may be deemed by the Board, in its sole discretion, to be permanently disabled.

Section 3. Sick Leave

- a. Sick leave shall be interpreted to be personal illness, quarantine at home, or serious illness or death in the immediate family or household. Immediate family for purposes of this Section shall include: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.
- b. Twelve sick days leave shall be granted to each present and working full-time employee as of July 1.

Section 4. Jury Duty

- a. An employee called for jury duty may be granted special leave to fulfill such duty at full pay provided the employee shall promptly notify his supervisor after receiving such call and cooperate with the Board upon request with respect to any request for a continuance or excusal from service.
- b. An employee may retain jury duty pay for travel, food, and other expenses incurred in performing such jury duty. Other compensation for jury duty will be endorsed to the District.

Section 5. Personal Leave

Each employee shall be allowed two (2) full days or four (4) half days of personal leave annually. A request for personal leave is to be submitted to the Director of Buildings and Grounds, via the electronic system, Absence Management, at least two (2) workdays prior to the leave. The employee will not be required to state a reason for the leave.

Personal leave shall not be granted for the week immediately before the start of the school year and the first week of the school year. Personal leaves will also not be approved the last 2 weeks of the school year or the day before or after a school holiday.

Employees will be required to give an explanation for a request for a personal day(s) and are subject to approval from the Superintendent or designee if:

1. personal day(s) are requested the week immediately before the start of the school year, the first week of the school year, the last 2 weeks of the school year, or the day before or after a school holiday.
2. personal day(s) are requested without 2 workdays' notice.

Once personal leave days are exhausted, there will be no additional paid personal days granted for any circumstance or emergency.

Unused personal leave shall be non-cumulative as such but shall, if unused, be converted to accumulated sick leave at the end of each school year.

Each part-time employee (i.e., less than 1.0 FTE) shall be allowed eight (8) hours of personal leave annually.

Section 6. Bereavement Leave

Up to three (3) days bereavement leave (non-accruable) will be allowed each school year for each death in the immediate family or household (parents, step-parents, spouse, brothers, sisters, children, step-children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, domestic partner, legal guardians, aunts, uncles, nieces, and nephews.) Additional bereavement leave for death in the immediate family or household will be deducted from the staff member's accrued sick leave.

Section 7. Active Military Service

An employee who is a member of any reserve component of the United States Armed Services, including the Illinois National Guard, and who is mobilized to active duty shall for each pay period continue to receive the same regular compensation that he or she was receiving as an employee at the time he or she was mobilized to active military duty. In addition he or she would continue to receive health insurance and other benefits he or she was receiving or accruing at that time, minus the amount of his or her base pay for military service for the duration of active military service. Such active military duty shall not result in the loss or diminishment of any employment benefit, service credit, or status accrued at the time the duty commenced.

ARTICLE VII

SENIORITY, JOB POSTING AND BIDDING

Section 1.

Seniority is length of service from date of hire exclusive of an unpaid leave of absence of ninety (90) consecutive calendar days or more. Seniority shall cease upon the employee's resignation, retirement or termination. The Association shall receive an updated seniority list once each year and a listing of new hires once each month by name, position and salary.

Section 2.

Vacancies shall be posted for at least three (3) working days before being permanently filled. If the posted vacancy is filled by an internal transfer any subsequent non-promotional vacancy that is the result of such transfer, and transfers that may follow will be posted. Any non-probationary employee interested in the posted vacancy or any non-promotional vacancies which may result from filling the posted vacancy should make such interests known to the Assistant Superintendent for Human Resources. Probationary employees shall be considered on a case by case basis. All interested internal applicants will be afforded the opportunity to interview for posted vacancies. Existing employees who apply for and are appointed to fill a vacancy at a higher rate of pay than their prior position shall be given a training period of up to one hundred and eighty (180) calendar days. If at the conclusion of the training period, the employee is deemed unable to adequately perform such position, the employee shall be reassigned as soon as practicable to his previous classification. While serving at a higher rate of pay, the employee shall be paid at that rate.

Section 3.

Applications shall be made in writing.

Section 4.

Any employee not appointed to a vacancy for which he/she applied shall receive a letter giving the reasons for not being appointed if the letter is requested by the employee.

Section 5.

In filling vacancies, the Board shall give consideration to the seniority of applicants along with other pertinent factors.

Section 6.

Involuntary transfers shall be avoided where feasible, and shall not be permanently implemented until there has been a conference between the affected employee and the Assistant Superintendent for Finance or designee. The employee may bring a representative to such conference.

ARTICLE VIII

BOARD-PAID INSURANCE COVERAGE

Group medical, dental, vision and life insurance is made available to employees who work thirty (30) hours or more and is subsidized by the Board for each subscriber as follows. Employees who were hired on or before June 30, 2015 and work one-half (1/2) time or more are eligible for group medical, dental, and life insurance which will be subsidized by the Board at the same rate. No premium subsidy is made by the Board for vision insurance.

1. Medical, including hospitalization and surgical, insurance with Board payment as follows:

	7/1/19 – 6/30/20	7/1/20 – 6/30/21	7/1/21 – 6/30/22
Single Coverage	\$465.92	\$503.19	\$542.94
Family Coverage	\$1317.74	\$1,423.16	\$1,537.01

2. Dental insurance with board payment as follows:

	7/1/19 – 6/30/20	7/1/20 – 6/30/21	7/1/21 – 6/30/22
Monthly Coverage	\$35.89	\$36.97	\$38.08

3. Life insurance which indemnifies employees in the amount of \$20,000.00 against death, plus \$20,000.00 for accidental death or dismemberment, with the Board paying all of the premium.
4. All of the benefits provided herein are applicable to full-time employees. Such benefits for part-time employees shall be applied as follows: thirty (30) hours per week full-time benefits; less than thirty (30) hours per week no benefits are allocated.

ARTICLE IX

WAGES AND OTHER COMPENSATION

Section 1. Wage and Longevity Schedules

Salary schedules for contract years 2019-2020 and 2020-2021 are shown in Exhibit A and B, attached hereto.

For contract year 2021-2022, salary schedules shall be eliminated and salary increases shall be based on a formula that incorporates the December, 2020 Consumer Price Index (CPI) from the United States Department of Labor – Bureau of Labor Statistics plus 0.5%. The percentage increase can be no less than 1.0% and no greater than 4.0%.

Overtime, when applicable, shall be computed on regular pay rates and seniority band as shown thereon. Seniority bands shall be payable pro rata over the appropriate fiscal year.

Section 2. Cellular Telephone Stipend

The employee who is assigned responsibility for carrying a cellular phone to receive emergency calls and to respond thereto shall receive an additional stipend of \$4.25 per day. Each building head custodian shall carry the cellular phone, provided (s)he may arrange for other non-probationary employees in the building to assume this responsibility during a period of extended absence such as for vacation, subject to the approval of the Assistant Superintendent for Finance or designee and Principal. The District shall maintain cellular phones and battery chargers in working condition. The employee is responsible to report any lost or stolen cellular telephone or charger within 24 hours to the Director of Buildings and Grounds.

Nothing in this Article shall be construed as precluding the Board from withdrawing such cellular phones from use in whole or in part, and/or from assigning such cellular phones to non-bargaining unit personnel in whole or in part, and/or from seeking the voluntary participation of employees in some alternate system of cellular phone assignment, use and/or compensation.

Section 3. Mileage

Employees who travel between schools shall be reimbursed mileage at the IRS rate. Employees must fill out the form on the District 45 website to be reimbursed.

Section 4. Severance Pay

All employees who retire after the age of 55 and have worked eight (8) years or more will receive \$100.00 severance pay for each year of service to a maximum of \$800.00. This sum may be spread over the last year of employment prior to retirement if requested by the employee in writing.

Section 5. Call-Back Pay

Employees who are called back to work for snow removal or other school emergency on a Sunday or holiday shall be guaranteed a minimum of three (3) hours of work at overtime rates which shall be paid as salary.

ARTICLE X

PAID HOLIDAYS

1. The following holidays will be observed without loss of pay for all employees covered by this Agreement if such occur during the employee's work-week, unless school is in session on any such days, then a floating holiday will be taken during the summer.

1. Independence Day (July 4);
2. Labor Day (first Monday in September);
3. Columbus Day (second Monday in October);
4. Veterans' Day (November 11);
5. Thanksgiving Day (fourth Thursday in November);
6. Friday after Thanksgiving Day;
7. Christmas Eve (December 24);
8. Christmas Day (December 25);
9. New Year's Eve (December 31);
10. New Year's Day (January 1);
11. Martin Luther King's Birthday (third Monday in January);
12. Presidents' Day (third Monday in February);
13. Floating Holiday as designated by the School District; and
14. Memorial Day.

2. When the following holidays fall on the given day, the observed holiday shall be as indicated:

	<u>Falls On</u>	<u>Observed Holiday</u>
Christmas Day, New Year's Day	Saturday, Sunday	Monday
Independence Day, Christmas Eve, New Year's Eve	Saturday	Friday
Christmas Eve, New Year's Eve	Sunday	Tuesday
Independence Day	Sunday	Monday

3. A holiday falling during a vacation period shall be added to an employee's vacation but shall not be counted as a vacation day. A holiday occurring while an employee is on leave of absence for sickness or injury shall not count against his sick leave.
4. In order to qualify for pay on any observed holidays, an employee must have worked his scheduled work days immediately preceding and following the holiday unless the Assistant Superintendent for Human Resources or designee has approved the absence with pay.

5. The hours paid for a holiday not worked will be counted as a working day in computing overtime.
6. If by reason of some holidays occurring outside the regular work-week, or on days when school is in session, and at least fourteen (14) holidays are not available during any single calendar year, employees shall receive floating holidays to ensure they receive at least fourteen (14) holidays per calendar year. The District will designate floating holidays for the following fiscal year, July 1 through June 30, no later than July 1 of each year.
7. Supporting medical documentation may be required of employees by the Assistant Superintendent for Human Resources if the employee calls in sick the day before or the day after a holiday in order for the District to determine whether the illness absence qualifies for holiday pay. Such determination shall be made on a case-by-case basis.

ARTICLE XI

VACATIONS

After two (2) months of employment, full-time employees shall earn one (1) vacation day for each full month of employment beyond the first sixty (60) days, to a maximum of ten (10) vacation days for the period July 1 to June 30.

A cap of fifty (50) vacation days will be placed on the number of days an employee will be able to accumulate. For those employees whose total accumulated vacation days currently exceed the cap of fifty (50), all days exceeding the cap must be used by July 1 of the next year or they will be lost to the employee.

Partial vacation days less than one half (0.5) may not be used.

On July 1 of each year, full-time employees will be advanced vacation as follows for the current contract year (July 1st – June 30th). Vacation days are prorated for any employee who does not remain employed with District 45 for the entire fiscal year. If an employee retires, resigns, or is terminated during a fiscal year, the employee will be required to pay back the District for vacation days used beyond the prorated amount.

<u>Year</u>	<u>Annual Vacation Received</u>
Third through twelfth month:	One (1) day per month (not to exceed 9 days which will be prorated based on the start date)
One (1) year to three (3) years:	Ten (10) days
Over three (3) years to eleven (11) years:	Fifteen (15) days
Over eleven (11) years to twenty (20) years:	Twenty (20) days
Over twenty (20) years to thirty (30) years:	Twenty-one (21) days
Over thirty (30) years to infinity:	Twenty-two (22) days

Vacations must be requested in advance and approved by the Building Head Custodian, the Building Principal, and the Director of Buildings and Grounds as outlined in the District's Custodial and Maintenance Plan, a handbook that details procedures related to employment. The District's Custodian and Maintenance Plan is given to staff upon hiring or when updates are needed.

Upon resignation and/or retirement, employees with accumulated vacation days may choose to either use the remaining days before the effective resignation/retirement date or take a lump sum payout.

Vacation payout cannot exceed a 6% increase in overall credible earnings from the prior year. Any amount of the payout that exceeds 6% will be paid out 90 days after the last paycheck and will not be counted toward credible earnings for retirement.

ARTICLE XII

CHECKOFF

Section 1. Checkoff

Upon receipt of a lawfully executed written authorization from an employee, the Board shall, during the term of this Agreement or until such authorization is revoked in accordance with its terms, deduct the regular monthly Association membership dues of such employee from his monthly paychecks, and shall once a month remit such deductions to the official designated by the Association in writing to receive same. The Association shall notify the Board in writing of the exact amount of regular monthly membership dues to be deducted. The authorization provided for by this section shall conform to all applicable federal and state laws. The Association shall refund to the Board or to the employee any dues that may be deducted erroneously; or any monies that may be remitted erroneously to the Association. The Board shall not be required to alter the amount of such deduction more than once in any single fiscal year.

Section 2. Indemnification

The Association agrees to indemnify and hold the Board harmless against any and all claims, suits, orders, or judgments against the Board resulting from any action taken or not taken by the Board pursuant to any written communication from the Association under the provisions of this Article.

ARTICLE XIII

DURATION AND EFFECT OF AGREEMENT

Section 1. No Strike

There shall be no strikes or work stoppages during the term of this Agreement.

Section 2. Subcontracting

The Board agrees to notify the Association at least sixty (60) calendar days in advance of subcontracting any of the services regularly provided by the employees covered by this Agreement and to promptly negotiate in good faith the impact of such subcontracting, provided in such event the no-strike clause of this Agreement shall be inoperative ten (10) days after commencement of impact bargaining.

Section 3. Complete Understanding

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right to make proposals with respect to any matter not removed by law or by specific agreement of the parties from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. The Association, therefore, for the life of this Agreement, voluntarily and unqualifiedly waives any right which might otherwise exist under law to negotiate over any matter during the term of this Agreement, except as otherwise specifically provided herein. the parties each further agree that they shall not be obligated to bargain collectively during the term of this Agreement with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 4. Duration

This Agreement shall be effective on July 1, 2019. This Agreement shall continue in effect through 11:59 pm on June 30, 2022.


IN WITNESS WHEREOF, the parties have caused these present to be signed and attested:

This 3rd day of June, 2019

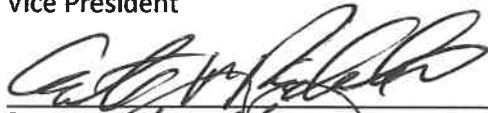
FOR THE DISTRICT 45
EMPLOYEES ASSOCIATION
IEA-NEA



President



Vice President




Secretary



Treasurer

This 3rd day of June, 2019

FOR THE BOARD OF EDUCATION
DUPAGE COUNTY
SCHOOL DISTRICT NO. 45
VILLA PARK, ILLINOIS



President

PROVISIONS GOVERNING APPLICATION OF THE PAY SCHEDULES

1. Annual pay as shown in the schedules shall be paid on an hourly basis calculated by dividing the schedule amount by 2080 hours/year.
2. All newly hired employees shall start at the Entry Step of the pay schedule. Upon completion of six (6) months of satisfactory performance, such employees will be placed at Step 1 on the pay schedule, effective the first day of the following month.
3. Any employee transferred from the custodian category to a higher pay category shall be placed at Step 1 for that category. Employees in all other categories transferred to a higher pay category shall be lateral step placements on the pay schedule within the same calendar year. No employee so transferred shall sustain a loss in pay. Anyone promoted to a position of increased responsibility will be placed at a step which would include no less than a \$2,500 increase.
4. Full-time employees will advance one step on the salary schedule from their present step each year.
5. On July 1 of each year, full-time employees having nine (9) or more months of satisfactory service shall advance one (1) step on the pay schedule. Part-time employees shall advance one step on the pay schedule each July 1, as each equivalent of one year or more of full-time service (1.0 FTE) has been accrued, except that advancement from Step 1 to Step 2 will occur at the accrual of 0.75 or more of FTE service (the equivalent of nine months at full time service); for example, a half-time (0.5 FTE) employee will advance one step every two years ($0.5 \text{ FTE} \times 2 = 1.0 \text{ FTE}$).
6. If an employee is demoted (i.e. due to unsatisfactory performance or as a disciplinary measure) to a lower pay category, step placement on the pay schedule will remain the same in the new category. If an employee is involuntarily transferred to a lower paying category, the employee will suffer no more than a \$2,000 loss in pay.
7. Employees are paid to date for each pay period. Only overtime or hours worked as submitted in the on-line Time and Attendance System will be paid in arrears.

8. On July 1 of each year, employee's seniority will be determined. Employees commencing their:

- 6th, 7th, 8th, 9th years of service will receive \$250
- 10th year of service will receive \$750
- 11th, 12th, 13th, or 14th years of service will receive \$1,000
- 15th year of service will receive \$2,000
- 16th, 17th, 18th, or 19th years of service will receive \$2,250
- 20th or greater years of service will receive \$3,000 and an additional \$250 for each succeeding 5 year period.

Seniority bands will be calculated into the employee's annual salary.

9. At the Superintendent's (or designee) discretion, an employee who substitutes for a head custodian longer than two weeks may be considered to be paid at the head custodian rate during this time.

Exhibit A - Salary Schedule

2019-2020		WAREHOUSE SPLIT	ELEM. HEAD	MIDDLE SCHOOL	STARTING	SENIOR
	CUSTODIAN	CUST/MAINT	CUSTODIAN	HEAD CUSTODIAN	MAINTENANCE	MAINTENANCE
ADDED TO BASE	3.40%					
STEP	+\$434	+\$434	+\$434	+\$434	+\$434	+\$434
ENTRY	\$38,549	\$41,821	\$44,163	\$44,743	\$45,089	\$53,202
1	\$38,983	\$42,255	\$44,597	\$45,177	\$45,523	\$53,636
2	\$39,417	\$42,689	\$45,031	\$45,611	\$45,957	\$54,070
3	\$39,851	\$43,123	\$45,465	\$46,045	\$46,391	\$54,504
4	\$40,285	\$43,557	\$45,899	\$46,479	\$46,825	\$54,938
5	\$40,719	\$43,991	\$46,333	\$46,913	\$47,259	\$55,372
6	\$41,153	\$44,425	\$46,767	\$47,347	\$47,693	\$55,806
7	\$41,587	\$44,859	\$47,201	\$47,781	\$48,127	\$56,240
8	\$42,021	\$45,293	\$47,635	\$48,215	\$48,561	\$56,674
9	\$42,455	\$45,727	\$48,069	\$48,649	\$48,995	\$57,108
10	\$42,889	\$46,161	\$48,503	\$49,083	\$49,429	\$57,542
11	\$43,323	\$46,595	\$48,937	\$49,517	\$49,863	\$57,976
12	\$43,757	\$47,029	\$49,371	\$49,951	\$50,297	\$58,410
13	\$44,191	\$47,463	\$49,805	\$50,385	\$50,731	\$58,844
14	\$44,625	\$47,897	\$50,239	\$50,819	\$51,165	\$59,278
15	\$45,059	\$48,331	\$50,673	\$51,253	\$51,599	\$59,712
16	\$45,493	\$48,765	\$51,107	\$51,687	\$52,033	\$60,146
17	\$45,927	\$49,199	\$51,541	\$52,121	\$52,467	\$60,580
18	\$46,361	\$49,633	\$51,975	\$52,555	\$52,901	\$61,014
19	\$46,795	\$50,067	\$52,409	\$52,989	\$53,335	\$61,448
20	\$47,229	\$50,501	\$52,843	\$53,423	\$53,769	\$61,882
21	\$47,663	\$50,935	\$53,277	\$53,857	\$54,203	\$62,316
22	\$48,097	\$51,369	\$53,711	\$54,291	\$54,637	\$62,750
23	\$48,531	\$51,803	\$54,145	\$54,725	\$55,071	\$63,184
24	\$48,965	\$52,237	\$54,579	\$55,159	\$55,505	\$63,618

Exhibit B - Salary Schedule

2020-2021		WAREHOUSE SPLIT	ELEM. HEAD	MIDDLE SCHOOL	STARTING	SENIOR
	CUSTODIAN	CUST/MAINT	CUSTODIAN	HEAD CUSTODIAN	MAINTENANCE	MAINTENANCE
ADDED TO BASE	3.18%					
STEP	+\$434	+\$434	+\$434	+\$434	+\$434	+\$434
ENTRY	\$39,775	\$43,150	\$45,567	\$46,165	\$46,523	\$54,894
1	\$40,209	\$43,584	\$46,001	\$46,599	\$46,957	\$55,328
2	\$40,643	\$44,018	\$46,435	\$47,033	\$47,391	\$55,762
3	\$41,077	\$44,452	\$46,869	\$47,467	\$47,825	\$56,196
4	\$41,511	\$44,886	\$47,303	\$47,901	\$48,259	\$56,630
5	\$41,945	\$45,320	\$47,737	\$48,335	\$48,693	\$57,064
6	\$42,379	\$45,754	\$48,171	\$48,769	\$49,127	\$57,498
7	\$42,813	\$46,188	\$48,605	\$49,203	\$49,561	\$57,932
8	\$43,247	\$46,622	\$49,039	\$49,637	\$49,995	\$58,366
9	\$43,681	\$47,056	\$49,473	\$50,071	\$50,429	\$58,800
10	\$44,115	\$47,490	\$49,907	\$50,505	\$50,863	\$59,234
11	\$44,549	\$47,924	\$50,341	\$50,939	\$51,297	\$59,668
12	\$44,983	\$48,358	\$50,775	\$51,373	\$51,731	\$60,102
13	\$45,417	\$48,792	\$51,209	\$51,807	\$52,165	\$60,536
14	\$45,851	\$49,226	\$51,643	\$52,241	\$52,599	\$60,970
15	\$46,285	\$49,660	\$52,077	\$52,675	\$53,033	\$61,404
16	\$46,719	\$50,094	\$52,511	\$53,109	\$53,467	\$61,838
17	\$47,153	\$50,528	\$52,945	\$53,543	\$53,901	\$62,272
18	\$47,587	\$50,962	\$53,379	\$53,977	\$54,335	\$62,706
19	\$48,021	\$51,396	\$53,813	\$54,411	\$54,769	\$63,140
20	\$48,455	\$51,830	\$54,247	\$54,845	\$55,203	\$63,574
21	\$48,889	\$52,264	\$54,681	\$55,279	\$55,637	\$64,008
22	\$49,323	\$52,698	\$55,115	\$55,713	\$56,071	\$64,442
23	\$49,757	\$53,132	\$55,549	\$56,147	\$56,505	\$64,876
24	\$50,191	\$53,566	\$55,983	\$56,581	\$56,939	\$65,310
25	\$50,625	\$54,000	\$56,417	\$57,015	\$57,373	\$65,744

COMPENSATION FOR CONTRACT YEAR 2021-2022

For contract year 2021-2022, salary schedules shall be eliminated and salary increases shall be based on a formula that incorporates the December, 2020 Consumer Price Index (CPI) from the United States Department of Labor - Bureau of Labor Statistics plus 0.5%. The percentage increase can be no less than 1.0% and no greater than 4.0%.

