

AGREEMENT

BETWEEN

**BOARD OF EDUCATION OF ELMHURST
COMMUNITY UNIT SCHOOL DISTRICT NUMBER 205
DU PAGE COUNTY, ILLINOIS**

AND

**LOCAL NO. 73, SERVICE EMPLOYEES'
INTERNATIONAL UNION (SEIU) – CTW**

July 1, 2009 through June 30, 2013

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AGREEMENT

This **AGREEMENT** is made and entered into by and between the **BOARD OF EDUCATION OF ELMHURST COMMUNITY UNIT SCHOOL DISTRICT 205, DU PAGE COUNTY**, (hereinafter referred to as the **BOARD**) and **LOCAL NO. 73, SERVICE EMPLOYEES' INTERNATIONAL UNION, CTW (Change to Win)** hereinafter referred to as the **UNION**.

Preamble

The **BOARD** and **UNION** recognize that the ultimate aim of the public schools is to provide the best possible education for the youth of the District. The responsibility of the service employees is to assist in providing the best possible environment for that education. Attainment of these objectives becomes a joint responsibility of the **BOARD**, the Superintendent, and members of the maintenance and custodial staff as represented by the **UNION**.

This **AGREEMENT** is not intended to modify any of the discretionary authority vested in the **BOARD** by the statutes of the State of Illinois.

It is further understood that this **AGREEMENT** merely supplements those items mandated by the statutes. It is intended only to provide for such areas as salary, fringe benefits, and other conditions of employment as covered by this **AGREEMENT**.

The parties agree with each other as follows:

ARTICLE I

Purpose

The purpose of these rules and regulations is to define the duties and responsibilities of all Building Service Employees and the policies and regulations relative to the operation of the entire School District; also to promote a good working relationship, and a better understanding between the School **BOARD** and its employees - to establish, insofar as practicable, uniform hours of work, standards of pay, and other conditions of employment on a fair and equitable basis and to establish adequate machinery for the orderly settlement of any grievances which may arise between the executive and administrative branch of the **BOARD** and its employees.

ARTICLE II

Recognition

The **BOARD** recognizes the **UNION** as the exclusive bargaining agent for the building maintenance and custodial employees, excluding high school building supervisors, clerical and cafeteria employees, students, people in training programs, guards and/or security personnel, and any employees represented by other labor negotiating agreements recognized by the **BOARD**. This statement does not preclude any building maintenance or custodial employees from voluntary **UNION** membership for fraternal reasons.

The UNION shall indemnify and hold harmless the BOARD, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of or by reason of action taken by the BOARD for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

Section 5 Union Visitation Officials of the Union who are not District employees shall be permitted to visit the school premises during working hours to transact official UNION business provided they inform the building principal or the Superintendent's office in advance.

ARTICLE IV

Non-Discrimination

Section 1. Sex, Race, Color, Creed or National Origin. Neither the BOARD nor the UNION shall discriminate against any employee on the basis of sex, race, color, creed, age as provided by law or national origin.

Section 2. UNION Activity. There shall be no discrimination against any employee for lawful UNION activity or for lawfully functioning as a steward, committee member or other official UNION post.

ARTICLE V

Management's Rights

Except as specifically limited by the express provisions of this AGREEMENT, the BOARD retains exclusively to itself the traditional rights to manage the custodian and maintenance services and to direct its employees, including, but not limited to, the following: to direct, plan and control operations; to change existing methods, equipment and facilities, and/or to introduce new or improved ones; to terminate, in whole or in part, operations; to utilize suppliers and sub-contractors; to determine what services shall be performed; to establish and change the hours of work; to select, hire and transfer employees; to assign discipline and discharge employees for **just** cause (probationary employees without **just** cause); to make and enforce reasonable rules not inconsistent with the provisions of this AGREEMENT; to lay-off and to relieve employees from duty because of lack of work or other legitimate reasons.

ARTICLE III

UNION Security and Check-Off

Section 1. UNION Security. The BOARD agrees it will not discriminate against any employee because of his or her affiliation with the UNION and/or participation in any legitimate UNION activity. All UNION meetings must be conducted off school premises unless approved by the Assistant Superintendent.

Section 2. Check-Off of UNION Dues. The BOARD agrees to deduct regular monthly dues uniformly required as a condition of UNION membership levied in accordance with the Constitution and By-laws of the local UNION, from the wages of the employees who become and/or are members and remit them to the UNION on or before the 15th of each month, providing the employee signs and submits to the District Business Office an authorization to deduct dues form mutually agreed upon by the UNION and the BOARD. This authorization and direction shall be revocable when requested in writing to the Local 73 UNION offices. Once the employee requesting the revocation complies with the UNION's procedures for membership revocation, Local 73 will notify the District Business Office and the revocation shall then become effective sixty (60) days after submission to the District Business Office.

The Secretary-Treasurer of the UNION shall certify to the employer the amount of the UNION dues and initiation fees, which shall be uniform.

The BOARD shall not be liable to the UNION or any employee for the remittance or payment of any sum other than that constituting the actual deductions made from wages earned by employees in accordance with the authorization on file with the BOARD.

Section 3. Indemnification. The UNION agrees to protect and save harmless the BOARD from any and all claims, demands, suits and other forms of liability resulting from action taken or not taken by the BOARD in accordance with this section of the AGREEMENT.

Section 4. Fair Share All bargaining unit employees shall maintain their membership in the UNION during the duration of the Agreement, or in lieu thereof, shall pay a fair share fee to the UNION for the cost of services rendered by the UNION that are chargeable to non-members under Section 11 of the Illinois Educational Labor Relations Act.

Fair share fees shall be determined annually by the UNION and certified in writing to the Business Office and each fee payer by July 1 of each year. The UNION's Secretary-Treasurer will provide this certification.

The BOARD agrees that it shall withhold from the compensation of any non-UNION member any fair share fee payable by such employee to the UNION as part of this Fair Share agreement. Such fee or portions thereof shall be paid to the UNION by the BOARD on a semi-monthly basis. The fair share fee shall be withheld from each regular payroll period in an amount that is equal to the pro-rata share of the annual dues payable to the UNION.

The obligation to pay a fair share fee will not apply to any bargaining unit member who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such person is a member, objects to the payment of the fair share fee to the UNION. Upon proper substantiation and collection of the entire fee, the UNION will make payment on behalf of the bargaining unit member to a mutually agreeable non-religious charitable organization pursuant to UNION policy and the Rules and Regulations of the Illinois Educational Labor Relations BOARD.

ARTICLE VI

Seniority

Section 1. Seniority. Seniority is the length of service from date of hire with this unit including past service in units displaced by the formation of this unit. Upon successful completion of a probationary period of one year, seniority shall revert to date of hire with this unit except that overtime eligibility begins at 90 days after hire.

Section 2. Promotion, Job Bidding and Posting. It is the policy to promote from within the present staff, to give each employee the opportunity to use his ability and interest in his work to better his position. Candidates who have applied and are considered by Management to be qualified to apply for a position will be interviewed.

Employees may submit a written request for promotion to a higher pay classification at any time and it will be kept on file through June 30th. All promotion requests may be renewed on or after July 1st of each year. When a position opens, management will consider these promotion requests along with those received during the posting period. Standing promotion requests will be given equal weight with other requests when filling an open position.

In considering candidates for promotion, filling of permanent vacancies or new positions, if the factors of skill, ability, and other qualifications are relatively equal, seniority will prevail. The principal criterion will be to obtain the employee for the job who is best qualified. When permanent vacancies occur or new positions are created, the job shall be **electronically** posted so that all employees may know of the opening, for seven (7) working days. **Job vacancies, which have not been filled through the transfer provision (Article VI Section 3), will be disseminated to each member of the bargaining unit through electronic notification. Additionally, lead custodians at each building should post this notification in the designated location at each building. An electronic notification will be sent to all members of the bargaining unit, indicating the successful candidate. Job applicants may request an explanation from management explaining why they were not awarded the position. Postings will not be location specific and** the BOARD reserves the right to make lateral transfers within a given classification.

The successful bidder shall serve a qualifying period of ninety (90) days. Management shall have the right to extend the qualifying period one time for thirty (30) working days. If unable to qualify within that time, he shall be returned to his former job. The employee shall receive the new rate of pay during the qualifying period.

Section 3. Transfer Requests. Employees may submit a written request for transfer to an **equal or lesser pay classification** lateral position to the personnel office at any time and it will be kept on file ~~for one year from date of receipt~~ **through June 30th. All transfer requests may be renewed on or after July 1st each year.** When a position opens and before posting, management will consider transfer requests for that position and may accept or reject transfer requests without interviewing and at the discretion of management. ~~Lateral transfer is within the same job classification.~~

Section 4. Probationary Period. Each new employee is considered to be on probation for a period of one year after starting employment. (See Section 1.) A probationary employee can be discharged without **just** cause and without recourse to the grievance procedure. The probationary period shall include an evaluation by the employee's supervisor during the first 90 days and again within the first 180 days.

The salary of a probationary employee shall be as set forth in Article XVI, Section 2 at the classification and step assigned by the BOARD upon employment.

Section 5. Termination of Seniority. An employee, after completing his probationary period, shall lose his seniority and employment rights if he or she:

- (a) Quits voluntarily.
- (b) Is discharged for **just** cause.
- (c) Is absent from work three (3) working days without notifying the designated supervisor.
- (d) Fails to report to work within five (5) working days after the BOARD mails a registered notice to report to work after a lay-off. A copy of said notice shall be forwarded to the UNION at the same time it is mailed to the employee.
- (e) Is laid off for a period equal to one-half (1/2) of his seniority, ~~but not to exceed one (1) year.~~
- (f) Engages in gainful employment during a leave of absence.
- (g) Retires or is absent from work due to disability in excess of eighteen (18) months.

~~**Section 5. Job Bidding.** Results of job bidding shall be posted in a conspicuous place near the time clock. Where a time clock is not used, on a bulletin board provided for this purpose. Any job applicant can request an explanation from management stating reasons why he was not awarded the job.~~

Section 6. Disciplinary or Performance Probation. An employee who has completed the initial probationary period may be placed on probation by the Assistant Superintendent for disciplinary reasons and/or poor performance from 30 calendar days up to 90 calendar days. Management reserves the right to extend the probationary period an additional 60 days one time with notification to the employee. The employee shall be notified in writing of the length of the probationary period including a summary of the reasons for the action. Repetition, even to a minor degree, of the disciplinary and/or performance problems during the probationary period, may result in severe disciplinary action, including dismissal either during or at the close of the probationary period. During the probationary period, the employee may be closely and intensively evaluated and monitored.

An employee placed on probation may also have any negotiated increase in salary, which would otherwise go into effect during the probationary period, withheld. At such time as the employee satisfactorily completes the probationary period, the increase shall be allowed, but without retroactively covering the probationary period.

The decision to place an employee on probation or limit a salary increase shall be reviewed at Step 6 of the Grievance Procedure only with respect to whether or not the procedural requirements of this section have been satisfied.

An employee on probation or written warning will not be eligible to bid on a job or be eligible for overtime while on probation or written warning.

Section 7. Progressive Discipline

No employee who has successfully completed the probationary period may be dismissed or otherwise disciplined except for just cause.

Informal/Formal Disciplinary Conference

Informal Meeting

An employee shall be expected, if requested, to meet informally with his/her supervisor for purposes of informing the employee of an alleged failure to comply with regulations, discharge duties acceptably, or to discuss general work performance concerns. Informal meetings will be held in a timely manner. Every effort will be made by the supervisor to address concerns with the employee in a private manner.

Formal Meeting

An employee shall have the right to two school days written notice of a formal conference with a supervisor in which a discussion shall be held for failure to comply with regulations, to discharge duties acceptably, or to discuss general work performance concerns that could result in disciplinary action being taken. The employee shall have the right to be accompanied by the UNION President or his / her designee, or by non-UNION counsel of the employee's choice at the formal conference. The notice of a formal conference shall include the subject to be discussed.

Progressive Discipline practices will generally include the following tier of disciplinary actions:

1. A verbal warning – no written documentation to employee file.
2. A written warning/reprimand to employee file.
3. Suspension with or without pay, in accordance with BOARD Policy.
4. Demotion
5. Dismissal

The BOARD reserves the right to determine the appropriateness of the progressive action based on the seriousness of the given offense.

Section 8. Layoff and Recall. When there is to be a reduction/dismissal of the Service Employees' UNION, the decision shall be made by the BOARD in accordance with the provisions of Section 10-23.5 of the School Code and in accordance with the law. Specific local procedures are as follows. Employees will be laid off in the following order:

- a. New probationary employees; and
- b. In the event of further reductions in force, employees will be laid off from the affected classification in accordance with their seniority provided that the senior employee retained possesses the present skills and abilities to perform the job affected in an efficient workable manner and the ability to perform the remaining work available without further training. When two or more employees have relatively equal experience, skill, ability and qualifications to do the work without further training, the employee(s) with the least seniority will be laid off first.
- c. Employees laid off under Sub Part B shall have the right to bump employees in other lower-paid classifications who have less unit-wide seniority, provided such bumping employees possess the present skills and abilities to perform the available work in an efficient, workmanlike manner without further training.

Employees who are laid off shall be placed on a recall list for a period of one (1) calendar year from the beginning of the following school term. If there is a recall, employees who are still on the recall list shall be

recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training.

Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall. The employee must notify the Superintendent, in writing, of his intention to return within seven (7) days after the mailing of the notice of recall. The District shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Superintendent with his or her latest mailing address.

Section 9. Transfer Requests. ~~Employees may submit a written request for transfer to a lateral position to the personnel office at any time and it will be kept on file for one year from date of receipt. When a position opens and before posting, management will consider transfer requests for that position and may accept or reject transfer requests without interviewing and at the discretion of management. Lateral transfer is within the same job classification.~~

ARTICLE VII

Hours of Work and Overtime

Section 1. Normal Work Week. The normal workweek shall consist of five (5) days of eight (8) hours each, Monday through Friday. Eight (8) hour shifts shall include two (2) fifteen (15) minute rest periods. ~~Based on the needs of The District shall seek volunteers from current employees who agree to this status may be assigned to a workweek of five (5) consecutive days of eight (8) hours each which includes four (4) weekdays and Saturday or four (4) weekdays and Sunday.~~ Notwithstanding the foregoing, if less than 7 utility or custodial ~~maintenanece~~ employees agree to take these shifts, then Management may assign up to 7 utility or custodial ~~maintenanece~~ employees to these shifts, such assignment to be based upon inverse ~~seniority. provided the less senior employee is qualified. Through attrition this number may increase to 10.~~ Also, if less than 2 Utility Custodians ~~agree to take those shifts then Management may assign up to 2 Utility Custodians to those shifts, such assignment to be based upon seniority provided the less senior employee is qualified. Also, if no less than 2 custodians agree to take these shifts then Management may assign up to 2 custodians to those shifts, such agreement to be based upon seniority provided the less senior employee is qualified.~~ Should any additional paid non-work days be granted during any school year which are not covered by the provision of Article X, Section 1, such work days shall be compensated at the regular rate of pay.

Section 2. Custodial Shift Times. All shift starting times shall be as uniform as possible, depending on the requirements of the school program. Two weeks notice shall be given to all employees affected by changes prior to the change taking effect.

Day Shift	- Starting Time	6:00 AM to 10:00 AM
Second Shift	- Starting Time	2:00 PM to 5:00 PM
Third Shift	- Starting Time	10:00 PM to 12:00 AM (Midnight)

One employee on the day shift may be assigned on a regular basis to start prior to 6:00 AM. For special occasions, such as elections or severe weather conditions, employees may be required to start work prior to 6:00 AM.

Section 3 Maintenance Shift Time

<u>Day Shift</u>	<u>- Starting Time</u>	<u>6:30 AM</u>
<u>Second Shift</u>	<u>- Starting time</u>	<u>2:30 PM (4 employees)*</u>

Administration shall offer second shift the option to work first shift during Summer, Winter, and Spring breaks. Participation in changing shifts would be voluntary and confirmed in writing.

Section 4. Overtime. Overtime work will be paid at one and one-half (1 1/2) times the regular rate, except for Sundays on which overtime work will be paid at double time. Employees whose normal work week includes Sunday would be paid at double time for any time worked on Saturdays. Such rate will be paid for all work after forty (40) hours work in the week and after eight (8) hours in the day, provided, however, that any actual work on a holiday will be paid at one and one-half (1 1/2) times the regular rate. A regular paid sick leave day(s) (See Article IX, Section 1), or authorized leave of absence is not considered as hours worked in computing overtime, but "hours of work" for overtime calculation shall include time that any employee would be scheduled to work but does not actually work due to: (a) use of paid vacation; (b) the occurrence of a holiday; or (c) jury duty. There will be no pyramiding of overtime. Daily and weekly overtime will not be paid for the same hours worked. All overtime must be approved in advance by the designated supervisor or in his absence by the building supervisor.

Management reserves the right to require unit employees to work unscheduled overtime in emergency situations. Where possible such unscheduled overtime shall be assigned by utilizing the normal procedures for the assignment of overtime. However, this paragraph shall not be construed to require management to utilize the emergency call back procedures set forth in Section 4 below where there are employees on the premises who can be assigned the emergency overtime.

Section 5. Overtime Scheduling. Overtime shall be assigned in the following manner: Whenever possible, non-emergency overtime will be scheduled according to established overtime rotations. Overtime that requires specific skill sets, experience or talent, as determined by management, will be assigned accordingly. The rotation for maintenance overtime will be administered by the Maintenance Supervisor. The other building rotations lists will be administered by the various lead custodians. Any disputes over the application of these rotations will be appealed to the Director of Facilities who will be the sole arbitrator in these matters.

Schedulable overtime will be presented to the list administrator as soon as it becomes available. The overtime will be offered to the next employee on the list. Failure to accept available overtime will result in the employee's spot being skipped. The overtime will then be offered to the next in line. The skipped employee will not be offered new overtime until the next rotation.

When not enough volunteers are available from a location to meet the overtime needs, management will offer the overtime to employees from other rotations, with an effort to provide opportunities to those rotations with less overtime worked first. In the event that there are not adequate volunteers available district wide, overtime will become mandatory and will be assigned to the least senior qualified person to have not been forced to work mandatory overtime during the current fiscal year. If all employees have worked mandatory overtime during the current fiscal year, the rotation will begin again from the bottom of the seniority list.

The exception to the above practices is snow removal overtime. It is considered part of the job description of a lead custodian to work overtime in order to remove snow from the sidewalks of their assigned school. Exceptions to this will only be made in extreme circumstances and completely at the discretion of management. It is also a vital traditional task for maintenance employees to operate plow trucks on overtime. This overtime will be assigned on a plow route basis. Employees will be given first choice to retain their plow routes. After this the available plow routes will be made available to the other employees starting with the most senior and working down the seniority list. If not enough employees volunteer for these plow routes, the routes will be assigned beginning with the least senior and continuing up the seniority list as needed. When performance or ability to complete a plow route comes into question, management reserves the right to make adjustments to these assignments.

Section 6. Emergency Call Back. If an employee, after leaving the premises, is called back for an emergency to work outside his normal work schedule, pay shall be received for time actually worked, but in no instance shall the pay be for less than two and one-half (2.5) hours. Scheduled overtime either before or after a work day or requiring a return trip to the building after leaving the premises or traveling to the building on a non-working day is not to be construed as emergency call back. Call backs must be approved by the designated supervisor or a Building Supervisor.

Section 7. Time Clock. All employees will observe assigned working hours and will punch time clocks in buildings where time clocks are maintained at the direction of the BOARD.

Section 8. Rest Periods. For every four (4) hours of work, a fifteen (15) minute rest period shall be allowed.

Section 9. Time Off. No time off shall be given in lieu of overtime payment.

Section 10. Scheduled Building Assignments. Regularly scheduled custodial building assignments, either before or after regular school hours or on days when school is not in session, including heat checks, flag duties, and Park District security responsibilities shall be paid for at the prevailing overtime rate. Hours assigned shall be approved by the designated supervisor.

Section 11. Snow Days. All custodians are to report on snow days unless their supervisor indicates their services are not needed that day. Those custodians working a snow day will be paid another day's pay over and above their regular day's pay and will be guaranteed at least four (4) hours minimum salary for such days. Those custodians whose services their supervisor indicates are not needed on a snow day will be paid their regular rate for that day.

ARTICLE VIII

Disability Benefits

Section 1. Definition. Terms used in this Article shall be as defined in the Illinois Municipal Retirement Fund Act, 40 ILCS Section 5/7-101 and subsequent sections.

Section 2. Injury On The Job. Employee shall receive full pay at their regular salary for work absence arising from injury incurred while in the course of employment without deduction from accumulated sick leave, for the first ~~twenty (20)~~ **fifteen (15)** working days of each absence.

During this ~~twenty (20)~~ **fifteen (15)** day period, any Workmen's Compensation paid to the employee shall be deducted from any District salary payment to the employee for the same period.

Following ~~twenty (20)~~ **fifteen (15)** working days, the injured employee shall retain Workmen's Compensation payments in addition to disability payments under I.M.R.F., if eligible.

An employee must secure a letter from his physician after five (5) days stating that he is unable to perform his normal duties. Depending on the nature and/or length of disability, further written statements may be requested, including a physician's statement regarding his ability to return to normal work activities.

When an employee is absent and unable to work due to an injury on the job, the BOARD will, for a period not to exceed three (3) months from the date of the injury or for so long as the employee is on paid sick leave (whichever is last to occur), continue to contribute toward the cost of the employee's group health insurance to the same extent and in the same manner as if the employee was at work provided, however, that in no event shall the BOARD continue its contribution for a period in excess of 12 months.

Employees who are disabled because of an injury on the job may use a maximum of ten (10) of their leave benefits (twenty day paid leave under this section, unpaid absence under this section or accumulated sick leave days) prior to beginning their leave under the regulations of the Family and Medical Leave Act (FMLA) in the order selected by the employee so as to preserve the employee's right to employer contributions to health benefits.

ARTICLE IX

Leaves

Section 1. Sick Leave. The BOARD shall grant full-time employees, as described herein, sick leave provisions of twelve (12) days at full pay in each school year. The sick leave days shall accumulate at the rate of twelve (12) days per year less those days used each year. The District will retro activate any days previously lost by current employees due to the previous cap on sick leave days.

Should an employee who uses sick leave be absent for three or more consecutive days, a medical clearance to return to work may be required. A medical examination may be required by the BOARD whenever there is a question of an employee's ability to continue performance of duties, or when there is an established pattern of absences.

Section 2. Sick Leave Incentive. Any employee using any combination of two (2) or less full days of sick and or personal leave in one fiscal year shall receive an incentive amount of \$150.00 at the end of the year. Any full-time employee not using any sick and or personal leave in a fiscal year, shall receive an incentive amount of \$300.00 at the end of the year.

Section 3. Bereavement Leave. If a death occurs in the immediate family of any employee, said employee is entitled up to three (3) days of absence where necessary to attend the funeral. If unusual circumstances exist, a longer period of time may be granted by the Assistant Superintendent and shall be deducted from sick leave or vacation time, whichever the employee elects. Members of the immediate family include parents, spouse, children, brother, sister, corresponding in-laws, grandparents, guardians or any relative living in the immediate household of the employee. Proof of death may be required.

Section 4. Jury Duty. An employee called for jury duty shall be granted leave to fulfill such services. Jury duty pay, exclusive of expenses, shall be deducted from the regular earnings of the employee during such service.

Section 5. Personal Leave. Two (2) days per year with pay may be allowed for personal leave for business that which cannot be conducted outside of the employees regular work day. Personal leave, in all cases except unforeseen emergency, requires at least two (2) days advance notice to the Director of Facilities. Improper use, as determined by the Director of Facilities may result in the loss of salary for the day or days in question. Any unused personal leave days at the end of the contract year shall be credited to the employee's sick leave accumulation.

Section 6. Family and Medical Leave Act of 1993. Any eligible EMPLOYEE who does not have sufficient paid leave time available to allow such EMPLOYEE at least 12 work weeks of leave in any 12-month period for absences caused by a serious health condition and absences required by the need to care for a spouse, son, daughter, parent or close friend who suffers from a serious health condition, shall be granted sufficient unpaid leave days so as to assure such EMPLOYEE a minimum of 12 workweeks of leave in any 12-month period for absences caused by a serious health condition or required by the need to care for a spouse, son, daughter, parent or close friend who suffers from a serious health condition. For the purpose of leave under this section, eligible EMPLOYEES are defined as those who have been employed by the District for at least 12 months and who have worked for at least 1250 hours during the 12-month period preceding the need for such leave. A roll-back method will be utilized when an employee requests a leave which applies to the Family Medical Leave Act. This method requires that the employer goes back one year from the start date of the leave to determine how much time remains under FMLA. With regard to leave under this Section, the BOARD reserves the right to require medical certification and to apply the Rules Applicable to Periods_Near the Conclusion of an Academic Term as set forth in the Family and Medical Leave Act of 1993.

- A. An EMPLOYEE who is unable to work due to a disability caused or contributed to by pregnancy, childbirth or related medical conditions may utilize available sick leave and/or personal days for such absences. Said EMPLOYEE would leave and return to work when a doctor's order states. Since the EMPLOYEE is only off for the days the doctor declares as sick days, this leave is paid, if the EMPLOYEE has sufficient sick days and/or personal leave days available.
- B. An EMPLOYEE who is an "eligible employee" as defined in the Family and Medical Leave Act of 1993, is entitled to elect to take up to 12 work weeks of parental leave because of the birth of a child or because of the placement of a child with the EMPLOYEE for adoption.
 - 1. An EMPLOYEE shall provide at least 30 days advance notice of intention to take this leave option. If the date of birth or placement requires the leave to begin in less than 30 days, the EMPLOYEE shall provide notice as is practical.
 - 2. This parental leave must be taken within the 12-month period beginning on the date of birth or placement for adoption.
 - 3. This parental leave shall not be taken intermittently without the written consent of the Superintendent.
 - 4. The EMPLOYEE uses and is paid for sick days only during those days the doctor declares the EMPLOYEE disabled. All other days used are without pay.

5. This leave is for a maximum of 12 weeks.
6. No benefits shall accrue during this leave. However, an EMPLOYEE shall not lose any benefits accrued prior to the date on which the leave began.
7. The District shall maintain the EMPLOYEE's coverage under any applicable group health plan for the duration of the leave at the level and under the conditions of coverage that would have been provided if the EMPLOYEE had continued to work during the period of the leave.
8. Pursuant to the provisions of the Family and Medical Leave Act of 1993, the District reserves the right to recover any insurance premiums paid for maintaining health coverage during the leave period should the EMPLOYEE fail to return to work at the end of the leave period.

ARTICLE X

Holidays

Section 1. Holidays. At a minimum, the following days will be observed as paid holidays, however employees shall be paid for a total of 13 holidays per year. ~~if they fall within the employee's regular Monday through Friday work week~~ If an employee's normal day off falls on a paid holiday, an alternate day will be granted as that employee's paid holiday.

Independence Day	Christmas Day
Labor Day	New Year's Day
Columbus Day	Christmas Eve Day
or and New Year's Eve Day	
(When they fall on non-student attendance days.)	
Veteran's Day	Memorial Day
Thanksgiving Day	Martin Luther King's Birthday
Day after Thanksgiving	Lincoln's Birthday or President's Day

4 Additonal Holidays scheduled annually, or as floating holidays

If any mandatory school holiday is granted by Federal or State government or any other paid non-attendance day is scheduled on the official school calendar by the BOARD of Education, such days shall also be included as paid holidays ~~if they fall within the employee's regular Monday through Friday work week~~.

Section 2. Holiday Pay. Holiday pay shall be computed by multiplying an employee's regular hourly rate by the number of hours normally schedule per workday. For example, an employee normally scheduled to work eight (8) hours a day, will be paid eight (8) hours at the regular rate as holiday pay.

Section 3. Eligibility Requirements. To be eligible for holiday pay under this Article, an employee must have worked all scheduled hours on the scheduled workday immediately prior to the holiday and the scheduled workday immediately following the holiday, unless the employee is excused from working either of these two (2) workdays.

ARTICLE XI

Vacations

Section 1. Vacation Schedule. Each employee shall be granted vacation with pay as follows:

Length of Service as of July 1	Vacation
Under (1) year**	One week **
One (1) year to four (4) years	Two weeks
Over four (4) years to ten 10 years	Three weeks
Over ten (10) years	Four weeks

**Upon employment, employees will receive up to five vacation days. A pro-rated amount will be determined by Administration based on the number of contract days remaining in the school year and the employees start date.

Vacations scheduled after July 1 are earned during the twelve (12) months immediately preceding that date and must be taken in the 12 month period immediately following that date.

Section 2. Vacation Pay. For each week of vacation time, an employee shall receive vacation pay in an amount equal to the number of hours of the normal scheduled work week times the regular hourly wage rate.

ARTICLE XII

Insurance Coverage

Section 1. Group Health Insurance. The BOARD will contribute the following percentages of the monthly premium for hospitalization, surgical and major medical insurance under the plan selected by the District:

I. Employee only	-	91%
II. Employee and one dependent	-	73%
III. Employee and two or more dependents	-	72%
IV. Employee whose spouse is also an insured District 205 employee with children	-	86%

* Plan is to be taken in combination with spouse electing employee's only option

Section 2. Life Insurance. The BOARD will provide Group Term Life Insurance for each full-time employee in the amount of \$16,000 insurance for accidental death and dismemberment, except that on the plan anniversary nearest an employee's 70TH birthday, said insurance will be reduced by fifty (50) percent.

Section 3. Dental Insurance. Dental insurance shall be provided to the custodial and maintenance employees for so long as and under the same terms and conditions it is provided to District employees covered by other collective bargaining agreements.

ARTICLE XIII

Grievance Procedure

Section 1. Definition. A grievance shall be defined as any dispute or difference of opinion raised by the UNION or an employee against the BOARD as to the meaning, interpretation or application of the express provisions of this AGREEMENT.

Section 2. Procedure. To insure prompt settlement of any grievance, all grievances, in order to be timely, must be handled in strict accordance with the following procedures, which shall be the sole and exclusive means of resolving such disputes:

- Step 1: To Foreman and/or Principal. The employee must raise the grievance within five (5) working days after the occurrence of the event giving rise to the grievance. The reply will be given within five (5) working days.
- Step 2: To Supervisor: Elementary, High School or Maintenance: If the verbal answer is not satisfactory, the employee may within five (5) working days following receipt of the Step 1 answer, file with the Supervisor a written grievance. A meeting of the Grievant, the UNION Grievance Committee (members of the UNION's Negotiations team), and the Supervisor will be held at a mutually agreeable time, but no later than five (5) working days after the written grievance is received. The UNION Grievance Committee attending a grievance meeting shall consist of no more than three (3) members.
- Step 3: To the Assistant Superintendent. If no settlement is reached in the Step 2 meeting, the employee may, within five (5) working days following said meeting, file a written appeal to the Assistant Superintendent who shall give an answer to said appeal within five (5) working days of the appeal or hold a hearing within five (5) working days. If a hearing is held at this step, the Grievant may be accompanied by two (2) of the following: The UNION Chairman, the UNION Secretary, or a representative of Local 73. Administrative representatives shall be limited to three (3) participants.
- Step 4: To the Superintendent. If the Step 3 answer is not satisfactory, the employee may, within five (5) working days following receipt of the Step 3 answer, file a written appeal to the Superintendent of Schools who shall give an answer to said appeal within five (5) working days of the appeal or hold a hearing with seven (7) working days. If a hearing is held at this step, the Grievant may be accompanied by two (2) of the following: The UNION Chairman, the UNION Secretary, or a representative of Local 73. Administrative representatives shall be limited to three (3) participants.

Step 5: To the BOARD of Education. If the Step 4 answer is not satisfactory, the UNION may, within five (5) working days following the receipt of the Step 4 answer, file a written appeal of the grievance to the BOARD of Education. The BOARD shall hear the matter within thirty (30) working days following the written appeal from the UNION. The final decision of the BOARD shall be given within ten (10) working days following the hearing.

Step 6: To Arbitration. In the event the grievant and the UNION are not satisfied with the disposition of the grievance at Step 5, the grievance may be submitted by the UNION to binding arbitration within ten (10) days after receipt of the BOARD'S answer at Step 5 by requesting an arbitrator from the American Arbitration Association. The selection of the arbitrator shall follow the voluntary labor arbitrator selection procedures set forth by the American Arbitration Association. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of the AGREEMENT. The arbitrator shall consider only the specific issues raised in the written grievance and the replies thereto. The arbitrator's decision shall be based solely upon interpretation of the meaning or application of the specific terms of this AGREEMENT in light of the facts presented, and he/she shall have no authority to decide or make recommendations on other matters. The fees of the arbitrator, and the cost of attendance of a court reporter, if requested by either party, shall be split between the parties. All other costs shall be borne by the party incurring the cost unless otherwise mutually agreed.

Section 3. Additional Requirements. Each grievance must state the specific provisions of the AGREEMENT alleged to have been violated, the facts upon which the Grievant relies to establish the alleged violation and the relief sought. Grievances may not be modified after submission at Step 2 without the mutual agreement of the parties. The time limits and procedures for grievance processing must be strictly followed. Unless otherwise specifically stated, all days referred to in this grievance procedure are work days. Failure of the Grievant or the UNION to meet any time limit shall bar further processing of the grievance. Failure of the BOARD or the Administration to act in a timely manner shall permit the Grievant to proceed to the next step. Any grievance not appealed after denial by the BOARD or the Administration shall bar later filing of the same or substantially same grievance. The Grievant may be represented by the UNION at any step in the grievance procedure; provided, however, unavailability of a UNION representative shall not be cause to extend any time limit.

ARTICLE XIV

No Strike Provision

Section 1. No Strike. During the term of this AGREEMENT neither the UNION nor the employees will instigate, promote, sponsor, engage in or condone any strike, slowdown, information picketing, concerted stoppage of work or any other intentional interruption of work concerning this unit of employees of District 205. In the event that any employee or group of employees shall participate or engage in any of the activities herein prohibited, the UNION agrees, immediately upon being notified by the BOARD, to direct such employee or group of employees to cease such activity and resume work at once.

Section 2. Right to Discharge or Discipline. The BOARD shall have the right to discharge or otherwise discipline any employee who engages in any of the activities prohibited by this Article.

ARTICLE XV

General

Section 1. School Code. It is understood and agreed that all provision herein are subject to the provisions and requirements of the School Code, the Statues pertaining to State employees and other Statues of the State of Illinois. It is further agreed that any provision held or bound to conflict with the law or regulations relating thereto, shall not be binding on either party.

Section 2. Health Requirement. As a condition of employment, a new employee must have a physical examination providing evidence of physical capability to satisfactorily perform duties of the position. The physical examination is paid for by the employee. The examination must contain a chest x-ray showing freedom from tuberculosis.

Section 3. Sick Calls. All employees must call in to the designated supervisor or maintenance office when they are sick and cannot work. This report must be made at least one hour before the starting time. Failure to make this report may result in disciplinary lay-off. Repeated failure to report may be grounds for further discipline, including discharge.

Section 4. Uniforms. Employees will be furnished three uniform sets per year per employee consisting of one (1) shirt and one (1) pair of trousers/shorts each set. Uniforms are to be worn only while on duty. Specifications for the uniform shall be determined by the BOARD.

From May 15 to the last day of student attendance and from the first day of student attendance to September 15, as well as in additional times approved by the Director of Building and Grounds, standard uniform shorts may be worn with a collared District shirt and shoes meeting District guidelines.

From the last day of student attendance to the first day of student attendance the following school year, District t-shirts and shorts may be worn. Shorts not provided by the district must be neat, without holes, and hemmed. Shoes must meet District guidelines.

Laundering of uniforms will be the responsibility of the employee. Employees shall report to work in clean, neat appearing uniforms.

In the event of an employee's voluntary resignation during the first twelve (12) months of employment, the cost of the three uniform sets shall be deducted from the final paycheck.

Employees will also be furnished one pair of safety rated work boots annually- with a shoe allowance not to exceed \$125.00. Specifications for the shoes and manner in which they are acquired shall be determined by the Administration.

Section 5. Severance Pay. Any employee who is age 55 or older and who has worked in the District for at least 15 years shall, upon separating from employment with the District in good standing, receive the sum of ten (\$10.00) dollars for each unused accumulated sick leave. Days being used for IMRF service credit cannot be used in this severance pay calculation.

Section 6. District Operations Team~~Labor Management Meetings.~~ ~~The parties encourage labor management meetings as needed. Such meetings shall be held within a reasonable time after either party submits in writing an Agenda for the proposed meeting. The meeting will be held by mutual agreement and on~~

~~a date and at a time mutually agreeable to the parties. The Agenda shall be submitted to the Assistant Superintendent by the UNION and to the Chief UNION Stewart by the Assistant Superintendent. No more than five (5) representatives for each party shall attend a meeting. Employee attendance at meetings is voluntary. Employees shall be allowed up to one (1) hour without loss of pay for attendance at each labor management meeting.~~

In the interest of fostering a positive relationship, and in an effort to be proactive and collaborative in nature and function, the parties agree to establish a District Operations Team (DOT). The team shall consist of SEIU Bargaining Unit Members and District Administration. Legal counsel, the SEIU representative and any other deemed appropriate shall serve as a resource person when the topic for discussion warrants it. The DOT shall discuss matters of mutual concern , and may make recommendations to the Board of Education.

No later than October 1, 2009, a joint SEIU/Admin task force will be formed with the purpose of determining the exact representation from all constituent parties, additional sub committees and the frequency of meetings.

The DOT will provide an open forum for building and maintenance and District issues and will promote communications in a proactive manner, discuss rational and implementation processes for district initiatives.

It is the intention of this section to empower the DOT to increase the quality of decision making, increase staff participation in decisions, foster a climate of mutual respect, and empower the Bargaining Unit around decisions affecting their work environment.

The District Operations Team will have the responsibility of formulating a safety program which should include safety training for proper lifting techniques, CPR and first aid training, developing a methodology for building safety audits , devising a feedback form for maintenance and custodial personnel to report safety hazards within the buildings and grounds, and making plans for periodic incentive activities for accident free days. The District will provide all maintenance and custodial staff with appropriate personal protection equipment, and the staff shall be expected to wear such equipment during appropriate tasks.

Section 7. Early Retirement Program. After reaching age 55, a custodian may apply to participate in the District's Early Retirement Program. To be eligible, a custodian must have completed at least ten (10) years of full time employment in District 205 immediately preceding his/her retirement; must be at least fifty-five (55) years of age at retirement and must notify the Superintendent of his/her intention to resign as a custodian to participate in the Early Retirement Program six months prior to retirement. The BOARD reserves the right to reject any applicant. The applicant will be notified of their acceptance or rejection for the program within 3 months of receipt of the letter of application.

Early retirees approved for this program shall be required to sign a contract with District 205 and will be required to work for 25 days of 8 hours each. Participants in the early retirement program are intended to augment the work force as it exists from time to time. Assignments will be determined by the Superintendent or the Superintendent's designate and, when possible, predetermined cooperatively with the retiree. Participation in the District's Early Retirement Program shall be for a maximum of five (5) consecutive years. Annual compensation during retirement shall be payment of the employee only insurance premium under the District's insurance plan. If an individual participates in the early retirement program for 1 or more years and then does not continue participating in succeeding years they are eligible to participate in the District insurance

program at their cost as required by law. Any custodian accepted into the retirement program will receive a one time stipend of \$500.

The number of custodians who will be recommended annually by the Superintendent to the BOARD for this program will be dependent upon the District's need for services and the type of service which can be provided by the applicants. An annual evaluation of each person's performance will be made by the Superintendent or the Superintendent's designate, and a person's continuance in the program will be based in part upon this person's evaluation. Individuals not continuing in the program will be notified 2 months before the end of the current year.

Notwithstanding any of the foregoing provisions, the BOARD reserves the right to terminate the Early Retirement Program at any time for persons who are participating in the retirement program except that the individuals participating will be able to complete the program for the current year. The District reserves the right to establish a maximum number of persons eligible in any given year.

Section 8. Tuition Reimbursement. The District shall grant employees with at least one year of service an education assistance of up to six credit hours of reimbursement per year. The classes taken must be related to current employment or potential promotions within the bargaining unit and must be completed with a grade of "C" or better. The maximum amount of \$300.00 per employee per year shall be granted for reimbursement.

Applications for educational assistance shall be made to the Assistant Superintendent of Personnel at least 30 days before the beginning of the course or class applied for, and applications shall be granted or denied solely upon the Assistant Superintendent's determination as to whether the course or classes related to current employment or potential promotions within the bargaining unit. Denials of applications may be appealed to the Superintendent, whose decision is final.

ARTICLE XVI

Wage Scale

++Section 1 will not apply for the duration of this agreement

++Section 1. Step Changes. Step changes, when appropriate, are made effective July 1. An employee will be placed on the step the employee will begin during the July 1 to June 30 fiscal year. The employee will then receive that salary for the entire fiscal year. There will be no step change on the anniversary date since all step changes will occur on July 1st.

Section 2. New Hire Salary Placement Salary Schedule Placement of New Hires. Management reserves the sole discretion to place an initial hire on any salary schedule step **within the new salary schedule for employees hired on or after July 1, 2009** based on the individual's skills and experience. New hires shall be eligible for holiday pay as of the first day of work.

Section 3. Shift Premium

Second Shift Premium **1% effective 7/1/2010**
Third Shift Premium: ~~Second Night Shift - 3%~~

Lead Maintenance Premium **3%**

Standard Work Shift: Eight (8) hours, lunch period not included.

Section 4. Sub Contracting. The BOARD and the UNION recognize that staffing has a bearing on the quality of the custodial/maintenance program. The parties agree that staffing should be maintained at a level commensurate with the quality of the work the BOARD deems necessary. The BOARD agrees that during the term of this Agreement it will not subcontract custodial or maintenance work traditionally performed by this bargaining unit to an outside agency or janitorial contracting firm, where such subcontracting would result in the layoff of any employee in the bargaining unit.

101.5%

Scattergram 2009-10

Step	Column I	Column II	Column III	Column IV	Column V	Column VI	Column VII	Column VIII	Column IX
1	\$ 21.04	\$ 20.84	\$ 20.53	\$ 19.23	\$ 19.01	\$ 17.92	\$ 17.50	\$ 17.07	\$ 15.89
2	\$ 21.53	\$ 21.32	\$ 21.01	\$ 19.69	\$ 19.40	\$ 18.29	\$ 17.90	\$ 17.48	\$ 16.22
3	\$ 21.94	\$ 21.73	\$ 21.42	\$ 20.09	\$ 19.83	\$ 18.70	\$ 18.28	\$ 17.83	\$ 16.61
4	\$ 22.43	\$ 22.21	\$ 21.76	\$ 20.52	\$ 20.29	\$ 19.12	\$ 18.71	\$ 18.25	\$ 17.02
5	\$ 25.52	\$ 25.27	\$ 24.90	\$ 21.08	\$ 20.79	\$ 19.59	\$ 19.16	\$ 18.71	\$ 17.46
6				\$ 21.38	\$ 21.08	\$ 19.87	\$ 19.47	\$ 18.99	\$ 17.71
7				\$ 21.65	\$ 21.37	\$ 20.14	\$ 19.75	\$ 19.26	\$ 18.00
8				\$ 21.95	\$ 21.67	\$ 20.42	\$ 20.03	\$ 19.54	\$ 18.27
9				\$ 22.22	\$ 21.98	\$ 20.72	\$ 20.33	\$ 19.83	\$ 18.53
10				\$ 23.52	\$ 23.64	\$ 22.28	\$ 22.43	\$ 21.88	\$ 20.73

Note: There is no step movement during the length of the contract

Minimum 2010-11

Rates shall be increased a minimum of 1% and a maximum of 75% of CPI (3.75%)

Step	Column I	Column II	Column III	Column IV	Column V	Column VI	Column VII	Column VIII	Column IX
1	\$ 21.25	\$ 21.05	\$ 20.74	\$ 19.43	\$ 19.20	\$ 18.10	\$ 17.67	\$ 17.24	\$ 16.05
2	\$ 21.74	\$ 21.53	\$ 21.22	\$ 19.89	\$ 19.59	\$ 18.47	\$ 18.08	\$ 17.65	\$ 16.38
3	\$ 22.16	\$ 21.95	\$ 21.63	\$ 20.29	\$ 20.03	\$ 18.88	\$ 18.46	\$ 18.01	\$ 16.77
4	\$ 22.66	\$ 22.43	\$ 21.98	\$ 20.73	\$ 20.49	\$ 19.31	\$ 18.89	\$ 18.43	\$ 17.19
5	\$ 25.77	\$ 25.53	\$ 25.15	\$ 21.29	\$ 21.00	\$ 19.79	\$ 19.35	\$ 18.89	\$ 17.63
6				\$ 21.59	\$ 21.29	\$ 20.07	\$ 19.66	\$ 19.18	\$ 17.89
7				\$ 21.87	\$ 21.58	\$ 20.34	\$ 19.95	\$ 19.46	\$ 18.18
8				\$ 22.17	\$ 21.89	\$ 20.63	\$ 20.23	\$ 19.73	\$ 18.45
9				\$ 22.44	\$ 22.20	\$ 20.92	\$ 20.53	\$ 20.03	\$ 18.72
10				\$ 23.75	\$ 23.88	\$ 22.50	\$ 22.66	\$ 22.10	\$ 20.93

Note: There is no step movement during the length of the contract

Minimum 2011-12

Rates shall be increased a minimum of 1% and a maximum of 75% of CPI (3.75%)

Step	Column I	Column II	Column III	Column IV	Column V	Column VI	Column VII	Column VIII	Column IX
1	\$ 21.46	\$ 21.26	\$ 20.95	\$ 19.62	\$ 19.39	\$ 18.29	\$ 17.85	\$ 17.42	\$ 16.21
2	\$ 21.96	\$ 21.74	\$ 21.43	\$ 20.09	\$ 19.79	\$ 18.66	\$ 18.26	\$ 17.83	\$ 16.55
3	\$ 22.39	\$ 22.17	\$ 21.85	\$ 20.49	\$ 20.23	\$ 19.07	\$ 18.65	\$ 18.19	\$ 16.94
4	\$ 22.88	\$ 22.65	\$ 22.20	\$ 20.94	\$ 20.70	\$ 19.51	\$ 19.08	\$ 18.62	\$ 17.36
5	\$ 26.03	\$ 25.78	\$ 25.40	\$ 21.51	\$ 21.21	\$ 19.98	\$ 19.55	\$ 19.08	\$ 17.81
6				\$ 21.81	\$ 21.51	\$ 20.27	\$ 19.86	\$ 19.37	\$ 18.07
7				\$ 22.09	\$ 21.80	\$ 20.54	\$ 20.15	\$ 19.65	\$ 18.36
8				\$ 22.40	\$ 22.11	\$ 20.83	\$ 20.43	\$ 19.93	\$ 18.64
9				\$ 22.66	\$ 22.43	\$ 21.13	\$ 20.74	\$ 20.23	\$ 18.91
10				\$ 23.99	\$ 24.11	\$ 22.73	\$ 22.88	\$ 22.32	\$ 21.14

Note: There is no step movement during the length of the contract

Minimum 2012-13

Rates shall be increased a minimum of 1.5% and a maximum of 75% of CPI (4.25%)

Step	Column I	Column II	Column III	Column IV	Column V	Column VI	Column VII	Column VIII	Column IX
1	\$ 21.79	\$ 21.58	\$ 21.26	\$ 19.92	\$ 19.68	\$ 18.56	\$ 18.12	\$ 17.68	\$ 16.46
2	\$ 22.29	\$ 22.07	\$ 21.75	\$ 20.39	\$ 20.08	\$ 18.94	\$ 18.54	\$ 18.10	\$ 16.79
3	\$ 22.72	\$ 22.50	\$ 22.17	\$ 20.80	\$ 20.54	\$ 19.36	\$ 18.93	\$ 18.46	\$ 17.19
4	\$ 23.23	\$ 22.99	\$ 22.53	\$ 21.25	\$ 21.01	\$ 19.80	\$ 19.37	\$ 18.90	\$ 17.62
5	\$ 26.42	\$ 26.17	\$ 25.78	\$ 21.83	\$ 21.52	\$ 20.28	\$ 19.84	\$ 19.37	\$ 18.08
6				\$ 22.13	\$ 21.83	\$ 20.58	\$ 20.16	\$ 19.66	\$ 18.34
7				\$ 22.42	\$ 22.12	\$ 20.85	\$ 20.45	\$ 19.95	\$ 18.63
8				\$ 22.73	\$ 22.44	\$ 21.14	\$ 20.73	\$ 20.23	\$ 18.92
9				\$ 23.00	\$ 22.76	\$ 21.45	\$ 21.05	\$ 20.54	\$ 19.19
10				\$ 24.35	\$ 24.48	\$ 23.07	\$ 23.23	\$ 22.66	\$ 21.46

Note: There is no step movement during the length of the contract

Salary Rates
All Hires on or after 7/1/09

<i>Pay Classification</i>	<i>In Hiring Rate</i>	<i>Employees hired during the first year of the contract and thereafter will receive the annual percentage rate increase afforded to all other maintenance/custodial staff.</i>
I	\$ 25.00	
II	\$ 23.00	
III	\$ 22.00	
IV	\$ 21.00	
V	\$ 21.00	
VII	\$ 18.00	
VIII	\$ 16.00	
IX	\$ 14.00	

Letter of Understanding between Elmhurst Community Unit School district 205 and SEIU
Local #73

Substitute Custodians

A pool of temporary substitute custodians will be maintained by the District. The role of the substitute is to fill in when a Bargaining Unit member is off. Substitutes will primarily fill in on the night shift with a minimum of 4 hour blocks. They will not be used for set ups or other traditional overtime events. That option will be offered to Bargaining Unit Members first. However, if enough Bargaining Unit members do not volunteer for the overtime, then a substitute custodian may be utilized. Identification badges of substitutes will clearly indicate that they are a substitute.

*Article VII Section 3 During the first year of this contract (2009-10), 3 maintenance employees will be assigned to the second shift. During the second year of the contract (2010-11) or earlier, due to attrition, one additional maintenance employee shall be assigned to the second shift, for a total of 4 maintenance employees to be assigned to the second shift.

Dane D'Amico
For the Union
6-2-2009
Date

Greg O'Brien
For the District
6/1/2009
Date

ARTICLE XVII

AGREEMENT

Section 1. Entire Agreement. The parties acknowledge that, during the negotiations which results in this **AGREEMENT**, each had the unlimited right and opportunity to make demands and proposals with respect to any subjects or matters not removed by law from the area of collective bargaining regarding the employees covered by this **AGREEMENT** and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are fully set forth in the **AGREEMENT**. During the term of this **AGREEMENT**, neither party shall be required to negotiate any subject which was a part of the negotiations leading to this **AGREEMENT**, provided, however, any subject may be reopened for negotiations upon agreement of both parties.

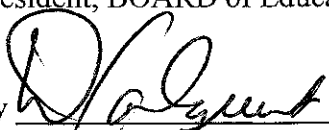
Section 2. Duration and Termination. This **AGREEMENT** shall constitute the entire agreement between the **BOARD** and the **UNION** and concludes collective bargaining for its term.


All Articles in this **AGREEMENT** shall remain in effect from the date of execution thereof, **JULY 1, 2009** through **JUNE 30, 2013**, and from year to year thereafter unless either party gives written notice on or before **MARCH 1, 2013** or on or before any March 1, thereafter, of its desire to modify or terminate this **AGREEMENT**. Negotiations shall then begin on or about May 1, 2013 or any May 1, thereafter. The parties may at any time amend this agreement in writing by mutual consent.

IN WITNESS WHEREOF, the parties hereto, acting by their respective duly authorized representatives, have executed and delivered this **AGREEMENT** on May 11, 2009.

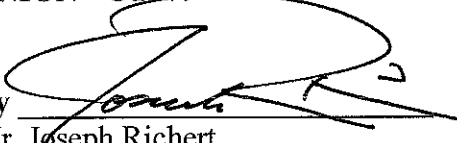
**BOARD OF EDUCATION
ELMHURST COMMUNITY UNIT
DISTRICT 205 DU PAGE COUNTY**

By 
Mrs. Peggy Ostojic
President, BOARD of Education

By 
Mr. David Carlquist
Secretary, BOARD of Education

By 
Dr. Lynn Krizic
Superintendent of Schools, District 205

**LOCAL NO. 73, SERVICE
EMPLOYEES' INTERNATIONAL
UNION - CTW.**

By 
Mr. Joseph Richert
Local 73 Representative

Other Local 73 Bargaining Committee

