



**AGREEMENT BETWEEN**  
**THE**  
**DISTRICT #117 SUPPORT PERSONNEL**  
**CUSTODIAL/MAINTENANCE**  
**AND**  
**THE JACKSONVILLE SCHOOL DISTRICT #117**  
**2008-2012**

**FIRST MEMORANDUM OF UNDERSTANDING**

The Board and the Association agree to meet and update Article VI Evaluation instrument and add to the contract.

**SECOND MEMORANDUM OF UNDERSTANDING**

The Board of Education agrees to use custodial maintenance personnel to replace functions performed by Phil Gotschall and Frank Baptist whenever those persons no longer work for the District. The Association agrees to perform those functions at the time those vacancies occur and prior to then, whenever the District has a need for those functions and those persons are not available to fill district needs. The administration shall have the right to assign those functions to any member of the custodial/maintenance staff. This Memorandum of Understanding expires on July 1, 2009.

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **APPEAL COMMITTEE**

Should an individual wish to appeal the decision of the Supervisor of Building and Grounds and the Assistance Superintendent for Business, they may do so with a written letter to the Appeals Committee within ten (10) business days of the initial denial letter.

The Appeal Committee shall be comprised of the District Superintendent and the Director of Labor Relations. This employee will have the right to present information or witnesses to this committee that the individual deems necessary.

The Appeal Committee will render its decision in writing to the employee within ten (10) business days of the appeal. This committee will either overturn the previous decision or support the denial and indicate what steps are necessary to complete the promotion to the Maintenance Technician Level.

## CUSTODIAL JOB DESCRIPTIONS

It is the intent of School District #117 to provide students and staff with facilities which are safe, clean, attractive and reflect routine upkeep. The Department of Buildings and Grounds and its custodial employees are responsible for maintaining these standards. The following information will provide a general job description and aid the custodial employee in maintaining a district wide standard of cleanliness.

### GENERAL CUSTODIAL RESPONSIBILITIES:

- 1) Dress appropriately for the work which is assigned.
- 2) Communicate and maintain positive relationships with supervisors, staff, students, the public, and co-workers.
- 3) Assume responsibility for the general security and fire safety for the facility which you are assigned to.
- 4) Become familiar with building fire alarm, security alarm, disaster and evacuation procedures.
- 5) Immediately report safety concerns and damage to school property to the appropriate supervisory personnel.
- 6) Become familiar with and have a working knowledge of the location of water, gas and electrical shutoffs.
- 7) Properly dispose of trash and waste.
- 8) Remove snow, ice or other debris from ramps, stairs and walkways which provide access and egress of District property.
- 9) Maintain District equipment and report repairs needed to supervisor.
- 10) Perform seasonal duties such as the trimming of grass, hedges and trees as directed.
- 11) Perform work in the safest manner possible.
- 12) Understand and follow verbal and written instructions.
- 13) Assist in the preparation, set, take down, and clean up for special events in the building as directed by the principal or supervisor.
- 14) Perform cleaning tasks as outlined in cleaning schedules and/or as may be assigned by your principal or supervisor.

### HEAD CUSTODIAN:

In addition to general custodial duties:

- 1) Responsibility for assignment of duties to other custodians assigned to same facility.
- 2) Should have sufficient knowledge of cleaning chemicals and equipment to aid in training other custodians under his/her supervision.
- 3) Should submit orders and monitor supplies to assure that custodians have sufficient materials to complete their work assignments.
- 4) Responsible for maintaining equipment in proper working order.
- 5) Be alert for unsafe conditions and correct or report them immediately.

APPENDIX B-2

# MAINTENANCE JOB DESCRIPTIONS

It is the intent of School District #117 to provide students and staff with facilities which are safe, clean, attractive, well maintained and meet the needs of the school district. The Maintenance Department and its employees are responsible for the care and maintenance of building and grounds.

## GENERAL MAINTENANCE RESPONSIBILITIES/ QUALIFICATIONS/REQUIREMENTS

1. Valid Driver's License.
2. High School Diploma or GED.
3. Dress appropriately for the work which is assigned.
4. **Communicate and maintain positive relationships with supervisors, staff, students, the public and co-workers.**
5. Maintain District Equipment.
6. Perform seasonal duties.
7. Perform work in a safe manner.
8. Understand and follow verbal and written instructions.
9. Electrical, carpentry, plumbing, HVAC, refrigeration, equipment repair, flooring, masonry, welding, painting, paving, asbestos, pest management, weed control, and other functions as needed.

## MAINTENANCE – GRADE 2

### RESPONSIBILITIES:

Duties and responsibilities include general maintenance responsibilities.

### QUALIFICATIONS AND REQUIREMENTS

Take training test for Pesticide and Public Operator License and (if passed) willingness to maintain and utilize license.

Take training and test for Asbestos Worker License and (if passed) willingness to maintain and utilize license.

Willingness to participate in training and development programs provided by the District.

## APPENDIX B-3

### PROFESSIONAL DEVELOPMENT PROGRAM, COURSE REIMBURSEMENT AND APPEAL COMMITTEE PROCEDURES

In the event the Lincoln Land Community College curriculum or programs change, the District reserves the right to change course/program requirements. The Board will consult with JEA-ESP's prior to changes in employee requirements being made.

District will reimburse District 117 Custodial/Maintenance employees only for tuition costs, books and lab fees for course work at Lincoln Land Community College as follows:

- 25% upon enrollment-documentation required
- 25% upon successful completion of course-documentation required
- 25% One year after completion of course
- 25% Two years after completion of course

District will not reimburse for course work taken prior to becoming a District custodial/maintenance employee or coursework taken prior to May 9, 2000. Should an employee resign or leave the employment of District #117 for any reason, the above payment schedule is forfeited.

The District will consider training from educational or vocational institutions other than Lincoln Land Community College; however, said employees must receive prior approval, of the District Administration, for courses taken at other institutions while a District 117 custodial/maintenance employee. Reimbursement shall not exceed amounts that would have been paid if course were taken at Lincoln Land Community College.

Persons employed as District Maintenance staff as of May 9, 2000 will be grandfathered into the classification for which they hold as of May 9, 2000, but they can only move into a higher classification by satisfying the requirements as specified above.

In the event an employee is promoted to a higher grade, they must satisfy all qualifications/requirements for that grade. In the event an employee has been promoted and the employee fails to maintain and utilize licenses and certifications required for that classification, the employee will be demoted to that classification for which the employee meets the qualifications/requirements.

- 1) The Board agrees to pay for all required license fees and renewals.
- 2) If an Employee takes a proficiency test in an area, and passes the test, the Board will accept certification of the proficiency. The Board will pay for expenses incurred in testing, if passed, on the above schedule. If Lincoln Land Community College does not offer proficiency exams, the Association and the Board will discuss the establishment of proficiency exams with Lincoln Land Community College. Proficiency exams offered by other educational/vocational institutions may be substituted for LLCC classes with prior approval of the administration.
- 3) Board will allow employees to modify their work schedule with the approval of the administration to take classes.

**APPENDIX D**

**Request to Use Accumulated Vacation Time During the School Year**

\_\_\_\_\_  
Name of Custodial/Maintenance Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date(s) for which absence is required

\_\_\_\_\_ The absence is requested for use of vacation days during the school year.

\_\_\_\_\_ The absence is requested to use vacation days because accumulated sick leave is exhausted.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_ Approved

\_\_\_\_\_ Disapproved

\_\_\_\_\_  
Building/Grounds Sup. Or Principal

**APPENDIX E**

**JACKSONVILLE EDUCATION SUPPORT PERSONNEL IEA/NEA**

A. Date of Grievance: \_\_\_\_\_

B. Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Applicable Contract Provisions: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

D. Remedy Sought: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Cc: Grievant  
Association President  
Immediate Supervisor

\_\_\_\_\_  
Title



APPENDIX F

**REQUEST FOR PERSONAL LEAVE**

Request should be submitted at least three days in advance of absence

NAME OF EMPLOYEE: \_\_\_\_\_ SCHOOL: \_\_\_\_\_

Date of Request: \_\_\_\_\_

Date(s) for which excused absence is requested: \_\_\_\_\_

If the above requested date(s) fall(s) on the day immediately before or after Christmas and Spring vacations, or during the first or last week of school, the reason for the absence is:

\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE OF EMPLOYEE: \_\_\_\_\_

Action of Principal/Supervisor

Approved (with pay)

Approved (without pay)

Disapproved

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Action of Administrative Office:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Cc: Central Office  
Principal  
Employee

## **APPENDIX F (continued)**

### **ADMINISTRATIVE RULES FOR POLICY GCBD-C: EMERGENCY & SPECIAL CAUSE ABSENCES**

Employees wishing an excused absence should complete the two-part form "Request for Excused Absence". The request should be filed with the principal or supervisor at least three days prior to the absence and approval should be obtained from the immediate supervisor and Superintendent of Schools before the absence. In case of emergency, the immediate supervisor should be verbally notified and a statement of reason for absence must be filed with the immediate supervisor within five days after the return of the employee. It is expected that employees shall make every attempt to schedule business and/or personal obligations during non-working hours prior to requesting an excused absence.

Following are some examples of reasons which may be approved for absence with pay after administrative agreement that the matter cannot be given attention at any other time.

1. Consult on college planning for self.
2. Attend weddings of immediate family.
3. Consultation on income tax requested by Internal Revenue Service.
4. Attending legal matters.
5. Consultation with officials of the Illinois Teacher Retirement System.
6. Moving to Jacksonville area or within the area.
7. Religious holidays and services.
8. Death of a non-immediate family member which seems to require the help or attendance of a school employee.
9. Official representation of a civic or religious organization at state, regional or national meetings.
10. Attend graduation for family or members of household.
11. An incident or condition due to weather when the person is out of town, thus preventing returning in time to be on the job as scheduled.
12. Taking children to college.

Following are examples of requests which will generally be disapproved for absence with pay:

1. Day for shopping, personal pleasure or other social function.
2. To accompany spouse on an out-of-town trip.
3. To interview for a new job.
4. Child care because of babysitter problems.
5. Economic gain not related to District employment.
6. Inclement weather.
7. Transportation problems.
8. Attend graduation of friends.

Custodial and Maintenance Personnel

	2007-08	2008-09	2009-2010	2010-11	2011-2012
	Maintenance				
Step	Technician	3.5%	3.5%	3.5%	3.5%
1	\$19.74	\$20.50	\$21.30	\$22.12	\$22.98
2	\$19.85	\$20.62	\$21.42	\$22.25	\$23.11
3	\$19.96	\$20.73	\$21.54	\$22.37	\$23.24
4	\$20.08	\$20.86	\$21.67	\$22.51	\$23.38
5	\$20.18	\$20.96	\$21.77	\$22.62	\$23.49
6	\$20.31	\$21.10	\$21.91	\$22.76	\$23.65
7	\$20.43	\$21.22	\$22.04	\$22.90	\$23.79
8	\$20.56	\$21.36	\$22.18	\$23.04	\$23.94
9	\$20.69	\$21.49	\$22.32	\$23.19	\$24.09
10	\$20.81	\$21.62	\$22.45	\$23.32	\$24.23
11	\$20.95	\$21.76	\$22.61	\$23.48	\$24.39
12	\$21.06	\$21.88	\$22.72	\$23.60	\$24.52
13	\$21.22	\$22.04	\$22.90	\$23.78	\$24.71
14	\$21.32	\$22.15	\$23.00	\$23.90	\$24.82
15	\$21.48	\$22.31	\$23.18	\$24.08	\$25.01
16	\$21.59	\$22.43	\$23.30	\$24.20	\$25.14
17	\$21.74	\$22.58	\$23.46	\$24.37	\$25.31

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Custodial and Maintenance Personnel

	2007-08	2008-09	2009-2010	2010-11	2011-2012
	Maintenance				
Step	Grade 2	3.5%	3.5%	3.5%	3.5%
1	\$18.31	\$19.02	\$19.76	\$20.52	\$21.32
2	\$18.41	\$19.12	\$19.86	\$20.63	\$21.43
3	\$18.51	\$19.23	\$19.97	\$20.75	\$21.55
4	\$18.61	\$19.33	\$20.08	\$20.86	\$21.67
5	\$18.71	\$19.44	\$20.19	\$20.97	\$21.78
6	\$18.82	\$19.55	\$20.31	\$21.09	\$21.91
7	\$18.93	\$19.66	\$20.43	\$21.22	\$22.04
8	\$19.04	\$19.78	\$20.54	\$21.34	\$22.17
9	\$19.16	\$19.90	\$20.67	\$21.47	\$22.31
10	\$19.28	\$20.03	\$20.80	\$21.61	\$22.45
11	\$19.41	\$20.16	\$20.94	\$21.75	\$22.60
12	\$19.42	\$20.17	\$20.95	\$21.77	\$22.61
13	\$19.62	\$20.38	\$21.17	\$21.99	\$22.84
14	\$19.75	\$20.52	\$21.31	\$22.14	\$22.99
15	\$19.86	\$20.63	\$21.43	\$22.26	\$23.12
16	\$19.99	\$20.76	\$21.57	\$22.41	\$23.27
17	\$20.10	\$20.88	\$21.69	\$22.53	\$23.40

Custodial and Maintenance Personnel

	2007-08	2008-09	2009-2010	2010-11	2011-2012
	Maintenance				
Step	Grade 1	3.5%	3.5%	3.5%	3.5%
1	\$18.60	\$19.32	\$20.07	\$20.85	\$21.65
2	\$18.71	\$19.44	\$20.19	\$20.97	\$21.78
3	\$18.82	\$19.55	\$20.31	\$21.09	\$21.91
4	\$18.94	\$19.67	\$20.44	\$21.23	\$22.05
5	\$19.04	\$19.78	\$20.54	\$21.34	\$22.17
6	\$19.16	\$19.90	\$20.67	\$21.47	\$22.31
7	\$19.29	\$20.04	\$20.81	\$21.62	\$22.46
8	\$19.43	\$20.18	\$20.97	\$21.78	\$22.62
9	\$19.55	\$20.31	\$21.09	\$21.91	\$22.76
10	\$19.69	\$20.45	\$21.25	\$22.07	\$22.92
11	\$19.81	\$20.58	\$21.38	\$22.20	\$23.06
12	\$19.94	\$20.71	\$21.52	\$22.35	\$23.22
13	\$20.08	\$20.86	\$21.67	\$22.51	\$23.38
14	\$20.20	\$20.98	\$21.80	\$22.64	\$23.52
15	\$20.34	\$21.13	\$21.95	\$22.80	\$23.68
16	\$20.46	\$21.25	\$22.08	\$22.93	\$23.82
17	\$20.59	\$21.39	\$22.22	\$23.08	\$23.97

## Custodial and Maintenance Personnel

	2007-08	2008-09	2009-2010	2010-11	2011-2012
	JHS Head				
Step	Custodian	3.5%	3.5%	3.5%	3.5%
1	\$17.45	\$18.13	\$18.83	\$19.56	\$20.32
2	\$17.54	\$18.22	\$18.93	\$19.66	\$20.42
3	\$17.63	\$18.31	\$19.02	\$19.76	\$20.53
4	\$17.72	\$18.41	\$19.12	\$19.86	\$20.63
5	\$17.81	\$18.50	\$19.22	\$19.96	\$20.74
6	\$17.90	\$18.59	\$19.31	\$20.06	\$20.84
7	\$18.00	\$18.70	\$19.42	\$20.17	\$20.96
8	\$18.12	\$18.82	\$19.55	\$20.31	\$21.10
9	\$18.20	\$18.91	\$19.64	\$20.40	\$21.19
10	\$18.32	\$19.03	\$19.77	\$20.53	\$21.33
11	\$18.42	\$19.13	\$19.88	\$20.65	\$21.45
12	\$18.52	\$19.24	\$19.98	\$20.76	\$21.56
13	\$18.63	\$19.35	\$20.10	\$20.88	\$21.69
14	\$18.73	\$19.46	\$20.21	\$20.99	\$21.81
15	\$18.84	\$19.57	\$20.33	\$21.12	\$21.93
16	\$18.94	\$19.67	\$20.44	\$21.23	\$22.05
17	\$19.04	\$19.78	\$20.54	\$21.34	\$22.17

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Custodial and Maintenance Personnel

	2007-08	2008-09	2009-2010	2010-11	2011-2012
	Turner Head Custodian	Custodian	or JHS Second Shift Head		
Step	Custodian	3.875%	3.875%	3.875%	3.875%
1	\$17.01	\$17.67	\$18.35	\$19.07	\$19.80
2	\$17.08	\$17.74	\$18.43	\$19.14	\$19.89
3	\$17.15	\$17.81	\$18.50	\$19.22	\$19.97
4	\$17.22	\$17.89	\$18.58	\$19.30	\$20.05
5	\$17.30	\$17.97	\$18.67	\$19.39	\$20.14
6	\$17.39	\$18.06	\$18.76	\$19.49	\$20.25
7	\$17.47	\$18.15	\$18.85	\$19.58	\$20.34
8	\$17.56	\$18.24	\$18.95	\$19.68	\$20.44
9	\$17.66	\$18.34	\$19.06	\$19.79	\$20.56
10	\$17.74	\$18.43	\$19.14	\$19.88	\$20.65
11	\$17.85	\$18.54	\$19.26	\$20.01	\$20.78
12	\$17.93	\$18.62	\$19.35	\$20.10	\$20.87
13	\$18.01	\$18.71	\$19.43	\$20.19	\$20.97
14	\$18.12	\$18.82	\$19.55	\$20.31	\$21.10
15	\$18.19	\$18.89	\$19.63	\$20.39	\$21.18
16	\$18.29	\$19.00	\$19.73	\$20.50	\$21.29
17	\$18.39	\$19.10	\$19.84	\$20.61	\$21.41

Custodial and Maintenance Personnel

	2007-08	2008-09	2009-2010	2010-11	2011-2012
	Elementary Head				
Step	Custodian	3.5%	3.5%	3.5%	3.5%
1	\$16.65	\$17.30	\$17.97	\$18.66	\$19.38
2	\$16.71	\$17.36	\$18.03	\$18.73	\$19.45
3	\$16.77	\$17.42	\$18.09	\$18.80	\$19.52
4	\$16.83	\$17.48	\$18.16	\$18.86	\$19.59
5	\$16.90	\$17.55	\$18.24	\$18.94	\$19.68
6	\$16.98	\$17.64	\$18.32	\$19.03	\$19.77
7	\$17.04	\$17.70	\$18.39	\$19.10	\$19.84
8	\$17.12	\$17.78	\$18.47	\$19.19	\$19.93
9	\$17.20	\$17.87	\$18.56	\$19.28	\$20.03
10	\$17.27	\$17.94	\$18.63	\$19.36	\$20.11
11	\$17.36	\$18.03	\$18.73	\$19.46	\$20.21
12	\$17.44	\$18.12	\$18.82	\$19.55	\$20.30
13	\$17.50	\$18.18	\$18.88	\$19.61	\$20.37
14	\$17.59	\$18.27	\$18.98	\$19.72	\$20.48
15	\$17.67	\$18.35	\$19.07	\$19.80	\$20.57
16	\$17.74	\$18.43	\$19.14	\$19.88	\$20.65
17	\$17.84	\$18.53	\$19.25	\$20.00	\$20.77

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## Custodial and Maintenance Personnel

	2007-08	2008-09	2009-2010	2010-11	2011-2012
	Custodian				
Step		3.875%	3.875%	3.875%	3.875%
1	\$16.25	\$16.88	\$17.53	\$18.21	\$18.92
2	\$16.35	\$16.98	\$17.64	\$18.33	\$19.04
3	\$16.42	\$17.06	\$17.72	\$18.40	\$19.12
4	\$16.48	\$17.12	\$17.78	\$18.47	\$19.19
5	\$16.54	\$17.18	\$17.85	\$18.54	\$19.26
6	\$16.60	\$17.24	\$17.91	\$18.61	\$19.33
7	\$16.66	\$17.31	\$17.98	\$18.67	\$19.40
8	\$16.73	\$17.38	\$18.05	\$18.75	\$19.48
9	\$16.80	\$17.45	\$18.13	\$18.83	\$19.56
10	\$16.86	\$17.51	\$18.19	\$18.90	\$19.63
11	\$16.92	\$17.58	\$18.26	\$18.96	\$19.70
12	\$16.99	\$17.65	\$18.33	\$19.04	\$19.78
13	\$17.05	\$17.71	\$18.40	\$19.11	\$19.85
14	\$17.12	\$17.78	\$18.47	\$19.19	\$19.93
15	\$17.19	\$17.86	\$18.55	\$19.27	\$20.01
16	\$17.25	\$17.92	\$18.61	\$19.33	\$20.08
17	\$17.31	\$17.98	\$18.68	\$19.40	\$20.15

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## **MAINTENANCE – GRADE 1**

### RESPONSIBILITIES:

Includes duties and responsibilities of Maintenance, Grade 1, but recognizes more training, skill, knowledge, and ability to solve complex maintenance functions in a number of areas.

### QUALIFICATIONS/REQUIREMENTS

- Must satisfy all requirements for Grade 2
- Must possess, maintain, and utilize:
  - Universal Refrigerant Type 1 and 2 transition recovery certificate
  - Pesticide Public Operator License
  - Asbestos Worker License
  - Pesticide Public Applicator License with right of way category
- Successfully complete District 117 Computer Class on Microsoft Windows.
- Successfully complete 2 classes at Lincoln Land Community College and other Illinois Community Colleges adjacent to Jacksonville School District 117 from the following:

ARH 101 Basic Refrigeration  
BDM 106 Basic Carpentry 1  
BDM 110 Basic Masonry  
BDM 114 Basic Plumbing  
ELM 103 Principles of Electricity  
HRT 103 Turf Management  
WEL 101 Basic Metal Arc and Oxyacetylene Welding

## **MAINTENANCE TECHNICIAN**

### RESPONSIBILITIES:

Includes duties and responsibilities of Maintenance Grade 2 and 1, but recognizes greater skill, training, and ability to solve more complex maintenance functions in a greater number of areas. Able to provide technical assistance, supervision and guidance to other maintenance staff as needed.

### QUALIFICATIONS/REQUIREMENTS

- Must satisfy all requirements for Grade 2 and Grade 1 Maintenance
- Successfully complete AIT 194 Basic Pneumatics class at Lincoln Land Community College.
- Certificate of Completion/Certificate of Achievement – Lincoln Land Community College and other Illinois Community Colleges adjacent to Jacksonville School District 117 in one of the following:
  - Air Conditioning, Refrigeration and Heating – Advanced;
  - Construction Occupations;
  - Or two of the following Certificate of Completion – Lincoln Land Community College and other Illinois Community Colleges adjacent to Jacksonville School District 117:
    - Air Conditioning, Refrigeration and Heating
    - Commercial Electrical Maintenance
    - Landscape Design/Turf Management
    - Welding Operator

Individuals must display competencies in District work areas as determined by Supervisor of Building and Grounds and Assistant Superintendent for Business prior to being named a Maintenance Technician.

**SCHOOL DISTRICT #117**  
**Minimum Cleaning Tasks to be Performed at Each facility**

FREQUENCY - TWICE DAILY	FREQUENCY - DAILY	FREQUENCY - WEEKLY
1. Sweep, dry mop, vacuum, pick up paper, in high traffic areas.	1. Clean & disinfect restrooms (mirrors, towel dispensers, walls, floors, sinks, toilets, urinals & stall partitions).	1. Wash chalkboards.
	2. Sweep & mop floors in food service areas.	2. Treat clean mop heads for use.
2. Monitor restrooms for trash, and maintain proper supply of paper products.	3. Dustmop, wetmop or vacuum all floors in classrooms, offices, halls, gyms and special use rooms.	3. Clean windows on inside of building doors and rooms.
	4. Empty all trash cans & pencil sharpeners.	
	5. Clean erasers & chalk gutters.	5. General dusting (door edges, top of chalkboards, pictures, etc.)
	6. Clean windows inside & out on main entrances (if needed).	6. Clean baseboards (as needed).
	7. Change burned out light bulbs, as needed.	7. Clean/dust light fixtures, as needed.
	8. Check to insure that all exit doors/ panic bars are working properly.	8. Monitor outside of building, sidewalk & parking areas for trash and debris.
	9. Clean Drinking Fountains as needed.	
Other tasks as assigned by principal or supervisor—need clarification	Other tasks as assigned by principal or supervisor—need clarification	Other tasks as assigned by principal or supervisor—need clarification

**ARTICLE I**  
**RECOGNITION**

- 1.1 The Board of Jacksonville School District #117, Morgan County, Illinois, hereinafter referred to as the "Board," hereby recognizes the District #117 Support Personnel/IEA-NEA, hereinafter referred to as the "Association," as the sole and exclusive negotiating agent for all full and part-time custodians and maintenance employees. Specifically excluded from the bargaining unit are supervisory, managerial, confidential, short-term employee, students, and substitute custodians.
- 1.2 Regularly employed part-time custodians and part-time maintenance employees shall be included in the bargaining unit but their salaries and benefits shall be based on their fractionalized employment status.
- 1.3 Temporary custodial/maintenance employees shall work no more than 75 consecutive work days. Once a temporary employee works their 76th day, the employee will be considered a bargaining unit employee.

This article excludes temporary employees who are employed with primary responsibilities for mowing and those who are employed for summer help.

- A. Temporary custodial/maintenance employees shall work no more than seventy-five (75) consecutive workdays unless they are substituting for a custodial/maintenance employee who is unable to work because of a long-term illness or injury. If this temporary employee works beyond their 76th day they will receive the pay equal to a probationary status employee without being on probation. Once a temporary employee (who is not filling in for an employee who is injured or ill) works their 76th day, the employee will be considered a bargaining unit employee.
- B. The definition of workdays will be defined as seventy-five (75) consecutive workdays during the same period that a regular employee is working. If a temporary employee begins work and works thirty (30) consecutive work days and then fills in for a regular employee while on leave due to injury or illness, the time worked in this substitution capacity will not count toward the seventy-five (75) consecutive workday period. Once the regular employee returns to work and the temporary begins substituting in other areas, the time served prior to thirty (30) consecutive days will continue to count toward the seventy-five (75) consecutive work days.

**ARTICLE II**  
**NEGOTIATIONS PROCEDURE**

2.1 **Meetings**

Negotiations for a successor agreement shall begin no earlier than January 15 of the year agreement expires.

## 2.2 **Proposals**

All items proposed for negotiations shall be presented in writing by the Association at the first session and thereafter shall not be expanded without the mutual consent of both parties. The Board of Education may also present proposals at the first session. The Board of Education is to submit its proposals/counter proposals within twenty-eight (28) days of the date they receive the Association's initial package and thereafter in response to Association proposals/counter proposals by mutual consent.

## 2.3 **Tentative Agreements**

Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counterproposals, and to seek tentative agreements. Tentative agreements shall be reduced to writing and initialed by the spokesperson of the respective teams at the meeting the tentative agreement is reached, and upon final agreement the entire contract shall be submitted to the Association for ratification and subsequently to the Board for adoption.

## 2.4 **Representatives**

Each party shall select its own representatives not to exceed five (5) in number. This limit of five (5) refers to the total number of representatives present at any or all sessions and applies if another contract(s) is (are) being negotiated at the same time. Neither party may substitute other individuals to replace members of the designated team of five.

## 2.5 **Length and Times of Meetings**

Bargaining sessions shall be closed to the public. Dates of meetings shall be determined by mutual agreement. Meetings shall generally last two (2) hours, except either party may adjourn a session at an earlier time and both parties may mutually agree to extend a session.

## 2.6 **Mediation**

If both parties request the assistance of a mediator, the Federal Mediation and Conciliation Service shall be contacted. If FMCS is unavailable for mediation services, the IELRB shall be notified.

# **ARTICLE III GRIEVANCE PROCEDURE**

## 3.1 **Definitions**

A. A grievance is a claim by the Association, employee, or group of employees involving an alleged violation, misinterpretation, or misapplication of the terms of this agreement.

- B. All time limits shall consist of school days, except that when a grievance is submitted less than ten (10) days before the close of the current school term, time limits shall consist of all weekdays.
- C. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted, provided the adjustment is not inconsistent with the terms of the agreement.

### 3.2 **Procedure**

The parties hereto acknowledge that it is usually most desirable for an employee and the immediately involved supervisor to resolve problems through free and informal communications. If, however, such informal processes fail to satisfy the employee, a grievance may be processed as follows:

For the purpose of this article, custodians shall report to the building principal in which they are housed and maintenance personnel shall report to the Supervisor of Buildings and Grounds.

- A. The grievant or Association shall present the grievance in writing within twenty (20) days of the occurrence of the event giving rise to the grievance specifying the article and clause alleged to have been violated and stating the remedy sought, to the supervisor immediately involved. The immediate supervisor shall arrange a meeting to take place within ten (10) days after the receipt of the grievance. The supervisor shall provide a written answer to the grievance of the aggrieved employee within ten (10) days after the meeting.
- B. If the grievance is not resolved at Step A, the aggrieved or Association may refer the grievance to the Superintendent or official designee within seven (7) days after the receipt of the Step A answer. The Superintendent shall arrange for a meeting to take place within seven (7) days of his receipt of the appeal. Within seven (7) days of the meeting, the grievant shall be provided with the Superintendent's written response.
- C. If the Association is not satisfied with the disposition of the grievance at Step B 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 under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as the administrator of the proceedings.

If a demand for arbitration is not filed within thirty (30) days of the date for the Step B answer, then the grievance shall be deemed withdrawn.

- 1. The arbitrator, in his opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. His authority shall be strictly limited to deciding only the issues presented to him in writing by the School District and the Association, and his decision must be based only upon his interpretation of the meaning or application of the express relevant language of the Agreement.

2. Each party shall bear the full costs for its representation in the grievance procedure.
  3. If either party requests a transcript of the proceedings that party shall bear full costs for that transcript. If both parties order a transcript, the costs of the two transcripts shall be divided equally between the Board and the Union.
  4. Each party shall share equally the cost of the arbitrator and the AAA.
- 3.3
- A. Failure of an employee or Association to act on any grievance within the prescribed time limits will bar any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits shall be extended by mutual consent.
  - B. Any investigation, handling, or processing of any grievance by the grievant shall be conducted so that the related work activities of the grievant or the work staff are not interrupted.
  - C. Step A of the grievance procedure may be bypassed and the grievance brought directly to Step B if mutually agreed upon by the employee and the Superintendent.
  - D. If the Superintendent and Association mutually agree, a grievance may be submitted directly to arbitration.
  - E. Class grievances involving one or more employees or one or more supervisors and grievances involving an administrator above the building level may be initially filed by the Association at Step B.
  - F. The Board acknowledges the right of the employee to have a local Association representative present, if the grievant requests one, at Step 3.2 B and any Association representative, if the grievant requests one, present at Step 3.2 C. No employee shall be required to discuss any grievance if the Association representative is not present, if one is requested.
  - G. No Reprisals. No reprisals shall be taken by the Board or the administration against an employee because of his participation in a grievance.
  - H. With the Superintendent's approval, the grievant may be released from his/her regular assignment without loss of pay or benefits to attend the meetings specified in 3.2 A-C.
  - I. All records related to a grievance shall be filed separately from the personnel files of the employees.
  - J. A grievance may be withdrawn at any level without establishing precedent.

- K. If the Association or any employee files any claim or complaint in any forum other than under the grievance procedure of this Agreement, then the Board shall not be required to process the said claim or set of facts through the grievance procedure.
- L. If both the Superintendent or designee and Association mutually agree, the expedited Arbitration Rules of the Arbitration may be used instead of the Voluntary Labor Arbitration Rules.
- M. The Association Grievance Form is attached as Appendix E

**ARTICLE IV**  
**EMPLOYEE DISCIPLINE AND TERMINATION PROCEDURES**

**4.1 Probation**

A newly hired employee, who has not previously been in the service of the District, shall be considered to be a probationary employee for the first ninety (90) calendar days of his/her employment, and within that period of probation may be discharged at any time without notice, compensation or assigning any reason whatsoever. For purposes of the Article, "days" are considered regular workdays.

**4.2 Records**

Falsification of records or application forms is grounds for immediate dismissal.

**4.3 Discipline Procedures**

Disciplinary action will be progressive and except for gross misconduct in accordance to the following schedule. The sequence and necessity for the following steps will be determined by the Superintendent or designee depending upon the circumstances of each case subject to the grievance procedure.

1. Verbal Warning
2. Written Warning
3. One to Five Day Suspension Without Pay
4. Discharge

**4.4 Termination of Employment**

- A. The employment of an employee may be terminated for just cause upon action of the Board of Education.
- B. Prior to the dismissal of an employee who has met the probationary period as stated in 4. 1, the Board or its designee shall conduct a pre-termination hearing. At least five (5) days notice shall be given prior to the pre-termination hearing. In addition, the Board or its designee shall provide a notice of charges and the employee shall be given an opportunity to present his/her view of the incident(s) at the pre-termination hearing. If requested by the employee, an Association representative may be present at such pre- termination hearing. The Administration retains the right to conduct exploratory conferences with an



employee. The Administration retains the right to suspend an employee in excess of five (5) days prior to or after the pre-termination hearing. In no case shall an employee be suspended for more than thirty (30) calendar days without pay.

- C. All letters and notices will be sent to the Association President or the Association President will be notified by phone or in person.

## **ARTICLE V**

### **EMPLOYEE AND ASSOCIATION RIGHTS**

#### **5.1 Personnel File**

Each employee shall have the right to review the contents of said employee's personnel file with the exception of those stated in the Employee Record's Act of Illinois and to attach and place therein written reactions to the contents. The employee may review his/her file upon forty-eight (48) hour written advance notice submitted to the Superintendent and the employee. The employee shall affix his/her signature and date on the actual copy filed. The signature does not indicate agreement with the contents of the material. The employee may not remove any material from said file and must review the contents of his/her file in the presence of the Superintendent or designee.

An employee may request a copy of his/her personnel file except for the material as stated above. If an employee requests in writing a copy of his/her file, the Board shall have within seven (7) days to meet such request. For each page of material copied, the Board shall charge the standard fee for copying.

An employee may attach a written response to any material contained in his/her file.

#### **5.2 Dues Deductions**

Any member of the bargaining unit who has applied for membership in the Association may sign and deliver to the Board's business office an authorization for annual dues deduction. The appropriate authorization forms shall be provided by the Association.

The Board shall deduct an equal amount from all employee's paychecks the current dues of the Association provided the Board has received the proper authorization form.

5.2.1 Pursuant to such authorization the Board shall deduct from each paycheck of each month for twelve (12) months, beginning in September of each year.

5.2.2 The Board shall remit said deducted dues to the Association within ten (10) days following the pay period deduction.

5.2.3 The Board shall have no responsibility for collecting past or overdue Association dues.

### 5.3 **Other Payroll Deductions**

5.3.1. Employees shall have the right to authorize payroll deductions. The following payroll deductions will be split equally between the two (2) paychecks each month.

- A. Medical Insurance Premiums
- B. Tax Sheltered Annuity
- C. Credit Unions
- D. United Way
- E. Section 125 Plan
- F. 403(b)

Employees shall be limited to three (3) authorization changes per program per year. Such changes can only occur in the months of January, April, and October and the employee must inform the Board with at least ten (10) working days notice. Change shall be defined as enrollment or any change in the amount of money deducted at the time of the work year. Employees have the right to cancel a deduction at any time; however, once an employee cancels a deduction, he/she shall not be allowed to re-enroll in the program for the remainder of the fiscal year.

#### 5.3.2 **IEA Credit Union**

The Association will provide authorization cards for payroll deductions for IEA Credit Union as follows:

- A. Authorizations are to be received in the District's Business Office by October 1st, January 1st, or April 1st of each year. This will allow three (3) enrollment/change dates for the employee. Employees will receive notification of these enrollment dates with the paycheck in the previous month.
- B. The first deduction (or change) will be made on the 1st paycheck following the first full pay period in October, January, or April.

For example: Custodians receive a check on October 1st. The 1st paycheck following the first full pay period in October would be on October 15th. The IEA Credit Union deduction would be made on the October 15th check.

- C. Authorization must note the amount per month (check) to be deducted for each person.
- D. Requests to stop an individual's deductions are to be received from an Association's Officer in the District's business office by the first day of the month preceding the next paycheck.
- E. Equal deductions will be made each paycheck until a request is received to stop deductions (as per "D" above) or a request is received to change deductions on October 1, January 1 or April 1.

- F. A District #117 check will be issued payable to the LEA Credit Union for the total credit union deductions made each month. This check will be mailed by the District Payroll Officer directly to the IEA Credit Union not later than the first banking date after the date of the payroll.
- G. New employees hired after the dates of 5.3.2.B will be allowed to join the Credit Union within 60 days of their hiring date.

#### 5.4 **Use of School Building**

The local Association shall have the right, upon approval of the Superintendent or designee to use the school building for meetings at a time when school is not in session provided that such meetings do not interfere with instructional and/or extra-curricular programs. All meeting areas shall be approved by the Superintendent or his designee. Whenever special custodial service is required, the Board may make a reasonable charge for the service.

#### 5.5 **Use of Bulletin Boards and Mailboxes**

The local Association shall have the right to post notices of activities and matters of Association concern on a designated, existing bulletin board. The Association may use the employee's mailboxes for communications to bargaining unit members

#### 5.6 **Use of District Equipment**

With prior approval of the building principal, the Association shall be allowed to use district copying machines and P.C.'s except for Unit Office equipment provided that the use of said equipment is done before or after an employee's workday and in no case between the hours of 8:00 a.m. to 3:30 p.m. on days school is in session. Only employees who have demonstrated a working knowledge of said equipment may use the equipment. The Association shall purchase all supplies and materials used in the business of the Association. Equipment shall not be taken from the District's buildings unless prior approval of the Building Principal is given.

#### 5.7 **Board Agenda**

During the regular school year, a copy of the agenda for all regular and special Board of Education meetings will be placed in the Association President's mailbox. During the summer months when school is not in session, a copy of the agenda for all regular and special meetings will be mailed to the Association President's address.

During the school year the agenda will be placed in the mailbox of the Association's President within 24 hours of the scheduled meeting or mailed when available during the summer months. The 24-hour parameter may be waived in cases of emergencies.

#### 5.8 **Board Agenda Minutes**

One copy of the official open Board minutes shall be placed in the Association President's mailbox or mailed to the President's last known address within ten (10) days after the Board approves such minutes.

## 5.9 **Association Leave**

In the event that the Association desires to send representatives to a state or national conference, these representatives shall be excused without loss of salary provided the Association reimburses the District for the cost of substitutes. The Association shall be limited to a maximum of five (5) days per school year. No more than two (2) employees per day shall be excused for said leave. Notification of such leave shall be submitted in writing at least ten (10) school days in advance of the date of the leave. In addition, the Association shall pre-pay the cost of the substitutes prior to the use of said Association

## 5.10 **Documents**

The Board agrees to furnish one copy of the following to the President of the Association or designee:

- A. Districts budget
- B. Budget amendments
- C. Annual financial report

## 5.11 **Authorized Representative on Campus**

Duly authorized representatives of the Association shall be permitted to transact official Association business before and after the employee's work day, during the employees lunch period if they notify the office. The presence of the authorized representative shall not interfere or disrupt the work schedule of the employees nor interfere with the instruction or extra-curricular programs of the District.

## **ARTICLE VI** **EMPLOYEE EVALUATION**

6.1 Employees on permanent status shall be evaluated at least once per year of employment.

6.2 A copy of the evaluation shall be given the employee. If the employee makes a written request for a conference to discuss the evaluation, a conference shall be held within twenty (20) workdays after the employee's request.

### 6.3. **Job Descriptions**

Nothing contained herein shall limit the right of the administration to evaluate an employee's performance of assigned duties nor limit the right of management for considering the competency of any employee. The evaluation process shall include, but not be limited to, the job descriptions in Appendix B.

6.4 Evaluation - Any grievance filed to this Article shall be limited to violation of the specific procedures as outlined above. All other aspects of evaluation, including but not limited to criteria, instruments or personalities shall not be grievable.

If the employee wishes to respond to the evaluation comments by the supervisor, the employee may respond with written, signed and dated comments which will be attached to the evaluation summary.

**ARTICLE VII**  
**ASSIGNMENT, VACANCIES, PROMOTIONS, TRANSFERS**

**7.1 Vacancy Notices**

- A. A vacancy shall be defined as a permanent position in the bargaining unit which has been newly created, or which has previously existed and has been vacated due to transfer, reassignment, resignation, retirement, death or termination. The term "vacancy" shall not apply to any temporary position or a substitute position for an employee who has been granted a leave of absence.
- B. All vacancies as defined in 7.1A shall be posted in each building. The posting shall be for a minimum of seven (7) calendar days before the position is filled on a permanent basis. Nothing in this article prohibits the Board/Administration from filling a vacancy on a temporary basis.
- C. The initial vacancy shall be filled as per paragraph (2) of 7.2. Any vacancy as a result of transfer or reassignment will not be filled on a permanent basis until the following June, July, or August, or may be filled at an earlier date at the discretion of the administration.

**7.2 Transfer/Promotions**

Any employee may apply for a vacancy position in the District. Such application shall be in writing and given to the Superintendent or designee. In filling such vacancies first consideration shall be given all qualified employees within the bargaining unit except as stated in the remaining section of this Article and no further restrictions shall be placed on the administration in filling such vacancies.

If two (2) employees in the District apply for the same position within the same category as defined in the District seniority clause of this Agreement and the administration believes both are equally qualified, the most senior employee within that job category shall be offered the vacant position.

For example, if two (2) or more full-time custodians apply for a vacant full-time custodian position and all are equally qualified, the most senior employee shall be offered the vacant position in the full-time custodian job classification. Seniority shall only be a factor within job categories. An employee shall have no right to claim seniority in another job category when applying for a vacant position other than his current classification.

When the board/administration determines to permanently involuntarily transfer or permanently reassign an employee (s), volunteers shall be sought. Volunteers will be sought. but the administration/board is not restricted other than seeking volunteers when it involuntarily transfers or permanently reassigns an employee. If a vacancy exists in a full-time (8 hours) custodial position and no other full-time custodian applies for the position, the administration may hire from currently employed part-time custodians or from other qualified applicants.

**ARTICLE VIII**  
**CONDITIONS OF EMPLOYMENT**

**8.1 Work Day**

The regular workday shall not exceed eight (8) consecutive hours excluding a lunch period. An employee is not expected to work fewer hours one day in their regular assignment so that the District may assign those hours to another day to avoid the payment of overtime.

**8.2 Lunch Period**

Those employees who work at least eight (8) consecutive hours shall be entitled to a thirty (30) minute to one hour lunch period as assigned by the Supervisor. The lunch period shall be with no pay and not included in the employee regular workday. Employees who work in more than one building shall be entitled to a forty-five (45) minute lunch period as assigned by the Supervisor(s). Travel from one work site to the other must be completed during this lunch period.

**8.3 Physical Fitness**

The Board shall require of new employees evidence of physical fitness to perform duties assigned and freedom from communicable disease, including tuberculosis. Such evidence shall consist of a physical examination and a tuberculin skin test and, if appropriate, an x-ray, made by a physician licensed in Illinois or any other state to practice medicine and surgery in all its branches not more than 90 days preceding time of presentation to the Board and cost of such examination shall rest with the employee. The Board may from time to time require an examination of any employee by a physician licensed in Illinois to practice medicine and surgery and at no cost to the employee.

Based upon reasonable suspicion, an employee may be required to undergo drug or chemical tests for the presence of a controlled substance that has not been legally prescribed. Such testing shall be at the District's expense.

**8.4 In-Service**

When an employee is required to attend an institute, training session, or in-service program during the workday, the employee shall suffer no loss of pay or benefits.

**8.5 Shift Changes**

On days when students and/or teachers are not present, employees assigned to the second (2nd) shift maybe allowed to work the first (1st) shift provided they request a change in writing within 14 days before the date and permission will be granted or denied within 10 days of the date by their supervisor. The supervisory decision is final and he/she may deny any and all such requests. On days when students/teachers are not in attendance and only one 2nd shift maintenance shift employee wishes to work 2nd shift alone, the request will be denied for safety reasons.

## 8.6 **Breaks**

Full-time employees shall be entitled to two (2) fifteen (15) minute breaks each day. If the employee works more than four (4) hours but less than eight (8) hours per day, he/she shall be entitled to one (1) fifteen (15) minute break period per day. It shall be the discretion of the district to determine when during the workday, the employee shall be entitled to his/her break period(s). Written notice of break time shall be provided the employee.

## 8.7 **Vacations**

- A. A year round employee shall earn vacation on the basis of completed fiscal quarters worked. The vacation shall be in days per quarter or one-fourth (1/4) of the annual amount. In the initial year of employment the employee will earn pro-rated days of vacation based on the number of completed fiscal quarters to the start of the new fiscal year (the fiscal year is July 1 through June 30). If a person is initially employed between July 1 through December 31, said employee shall be considered as completing a fiscal year effective July 1 of the following fiscal year. If a person is initially employed between January 1 and June 30 they will earn vacation days for this period of time but will not be considered as completing a fiscal year until July 1 of the calendar year following employment. All persons hired prior to July 1, 2005 shall be considered to have completed a fiscal year in their initial year of employment regardless of employment date.
- B. Each year employees will earn vacation days based on the following years of completed fiscal years.
- 1-5 years, the employee shall earn 10 days of vacation.
  - 6-11 years, the employee shall earn 15 days of vacation.
  - 12 years, the employee shall earn 16 days of vacation.
  - 13 years, the employee shall earn 17 days of vacation.
  - 14 years, the employee shall earn 18 days of vacation.
  - 15 years, the employee shall earn 19 days of vacation.
  - 16 years, the employee shall earn 20 days of vacation.
  - 17-20 years, the employee shall earn 21 days of vacation.
- C. When an employee reaches the end of a fiscal year, he/she shall receive credit for the vacation earned from the time of employment to the end of the fiscal year in which employment began, and at the proper number of days for each completed quarter worked. After an employee has worked one full year, he/she shall receive credit for vacation due at the end of each quarter (October 1, January 1, April 1, and July 1).
- D. 1. Vacation time earned in one (1) fiscal year shall be used by the end of the following fiscal year, or the employee shall lose it except with prior approval of the administration to carry over unused vacation time to the following fiscal year.
2. Employees may request to use their vacation time earned during the course of the school year when students are not in session. The District

reserves the right to approve or disapprove the requests on the basis of staffing needs as determined by the administration.

3. No vacations will be approved during the week immediately preceding the start of the new fall school term. Vacation time may be taken during the week preceding the start of summer vacation with prior approval of the administration. All vacation days shall be taken in one-half or whole day increments.
  4. Written vacation schedules for summer vacations shall be filed with the supervisor no later than May 15th annually. The schedules are subject to the final approval of the Superintendent or his/her designee.
  5. If a custodial employee is entitled to fifteen (15) or more days of vacation, the employee may take up to ten (10) days of vacation on student attendance days in any one school year if the employee has made a written request for vacation days at least eighteen (18) calendar days prior to the first requested vacation day and the Director of Maintenance approves the request. The request will be automatically denied if two or more employees have already been approved for the days requested.
  6. Maintenance employees may use their vacation year-round.
- E. Employees terminating their employment shall be entitled to remuneration for the amount of vacation earned to the date of termination.

#### 8.8 **Holidays Recognized and Observed**

The following days shall be paid holidays for custodians and maintenance personnel if the day falls in their normal work year.

Memorial Day	Christmas Eve
July 4th	Christmas Day
Labor Day	New Year's Eve
Columbus Day	New Year's Day
Veteran's Day	Martin Luther King's Birthday
Thanksgiving Day	Lincoln's Birthday or Presidents' Day
Friday after Thanksgiving	(as determined by the School District Calendar)

Friday of Spring Break or the Friday before Easter if school is not in session. Otherwise, the Friday of Spring Break will be applicable.

When any of the above holidays fall on a Saturday, the proceeding Friday will be designated as the holiday. Should the holiday fall on a Sunday, the following Monday will be designated as the holiday. This situation would apply only if any holiday from above or the designated Friday or Monday is not scheduled as a day in which school is in session and/or is a required working day for certified staff. When this designation is not applicable, the Board of Education will designate a date(s) to be used during the summer period when school is not in session as a holiday(s) in lieu of the lost day(s).



In order for an employee to qualify for holiday pay, they must meet the following requirements:

1. The employee must work within the payroll period during which the holidays occur.
2. The employee must work the last scheduled working day before the holiday and the first scheduled workday after the holiday.
3. Regular part-time employees will receive holiday benefits on a pro-rata basis based upon the average number of hours worked per week divided by forty.
4. The only exception to the above will be when an employee is on approved vacation, pre-approved personal leave, provides a written physician's verification for illness/absence dated prior to or on the date of absence on either the last working day prior to or on the first working day after the holiday, or is on approved bereavement leave. An employee is limited to using one personal leave day in this manner in a fiscal year. No more than two employees may use a personal leave day in this manner on any one day. Granting the use of pre-approved personal leave days for use in this manner will be on a first come first approved basis.

#### 8.9 **No Subcontracting**

During the term of the agreement the Board shall not subcontract work presently performed by members of the bargaining unit. The no subcontracting clause does not prohibit the Board from hiring specialists to perform duties of members of the bargaining unit on a temporary basis or from hiring employees to perform work of bargaining unit members. The purpose of the contractual item is to restrict the Board from hiring a private corporation and permanently replacing current employee(s) of the bargaining unit. The Board still has the authority to reduce its number of personnel as per Article IX of the agreement and may reduce the number of employees through attrition or dismissal.

#### 8.10 **Employee Responsibility**

The administration recognizes that when custodial employees secure and lock facilities at the end of their shift, the security of that facility may be breached by other noncustodial employees.

#### 8.11 **Maintenance & Repair of Equipment**

The Director of Buildings and Grounds will conduct periodic building visits to check building maintenance, equipment condition and safety, and the cleanliness of the buildings including the thoroughness of custodial services. Concerns about these items will be communicated to the head custodian/principal at the building.

#### 8.12 **In-District Training**

A Committee will be set up composed of members of the Custodial Staff and the Administration to determine: (1) the types of training and, (2) will have input in on the products used in the buildings for the forthcoming school year. This Committee will also

periodically run workshops on cleaning procedures, chemicals, etc., and deal with a New Employee Orientation program. Suggestions will be gathered from the custodial staff to determine the types of training the Committee will provide.

### 8.13 **Call In Procedures**

When an employee is unable to report to work, he/she is to call at least one hour prior to beginning of employee's shift the daytime head custodian of their building and/or the Director of Building and Grounds to arrange for a substitute. If one or both are unavailable, the employee is to contact the building principal. Head Custodians are to call the Director of Buildings and Grounds as soon as possible to inform him/her of any substitution arrangements. Maintenance employees are to call the Director of Buildings and Grounds. Failure to call at least 1 hour in advance of employee's shift more than twice will result in a dock from employee's pay of 1 hour in addition to the use of sick or other leave.

## **ARTICLE IX SENIORITY**

### 9.1 **District Seniority**

Seniority is the length of the employee's service starting with the first day on which duties are performed.

### 9.2 **Seniority is Lost Upon the Following:**

1. Resignation
2. Dismissal
3. Retirement

### 9.3 **Seniority is Retained but Shall Not Accrue During the Following:**

1. Unpaid leave of absence
2. Unpaid sick leave

### 9.4 **Seniority Continues to Accrue During the Following:**

9.4.1 Paid leave of absence

9.4.2 Temporary disability under the Illinois Municipal Retirement Fund (IMRF)

### 9.5 **Seniority for Vacancies**

For the purposes of filling vacancies within the bargaining unit, by February 1 annually, the Board shall publish a seniority list for each of the following job categories:

- 9.5.1 Maintenance Technician
- 9.5.2 Maintenance Grade I
- 9.5.3 Maintenance Grade II
- 9.5.4 JHS Head Custodian
- 9.5.5 Turner Head Custodian or JHS Second Shift Head Custodian
- 9.5.6 Elementary Head Custodian

9.5.7 Custodian (full-time)

9.5.8 Custodian (part-time)

All vacancies (as defined in Article VII) in the job categories listed in 9.5 filled by current employees shall be filled on a probationary basis for up to sixty (60) school days. The administration reserves the right to return the employee to his/her previous position in the bargaining unit within the sixty (60) school days probationary period at any time without notice. If the employee is returned to his/her original position, he/she will be paid at the rate of the original position beginning the date of the return to the original position. The employee will be given the reason(s) for being returned to the original position, and this reason will be placed in the employee's personnel file. Unless the reason for returning the employee to the original position is discriminatory, the District will be held harmless for its action.

Article 9.5 5 not subject to Article 1.3. Recognition

9.6 **Seniority for Bumping**

For purposes of "bumping" in the event of a reduction in force, employees shall accrue seniority (as defined in 9.1, 9.2, 9.3, and 9.4) for all categories. The Board and the Association agree that certain positions require qualifications unique to those positions.

A. Any employee in a position within the bargaining unit which is eliminated by a reduction in force may bump a less senior employee within the bargaining unit in the following order:

<b>Position</b>	<b>May Bump</b>	<b>Less Senior Employees in this order</b>
Maintenance Technician	1. 2. 3. 4. 5. 6. 7. 8.	Maintenance Technician Grade I Maintenance Grade II Maintenance JHS Head Custodian Turner Head Custodian or JHS Second Shift Head Custodian Elementary Head Custodian Custodian - Full-Time Custodian - Part-Time
Grade I Maintenance	1. 2. 3. 4. 5. 6. 7.	Grade I Maintenance Grade II Maintenance JHS Head Custodian Turner Head Custodian or JHS Second Shift Head Custodian Elementary Head Custodian Custodian - Full-Time Custodian - Part-Time

Grade II Maintenance	<ol style="list-style-type: none"> <li>1. Grade II Maintenance</li> <li>2. JHS Head Custodian</li> <li>3. Turner Head Custodian or JHS Second Shift Head Custodian</li> <li>4. Elementary Head Custodian</li> <li>5. Custodian - Full-Time</li> <li>6. Custodian - Part-Time</li> </ol>
JHS Head Custodian	<ol style="list-style-type: none"> <li>1. JHS Head Custodian</li> <li>2. Turner Head Custodian or JHS Second Shift Head Custodian</li> <li>3. Elementary Head Custodian</li> <li>4. Custodian - Full-Time</li> <li>5. Custodian - Part-Time</li> </ol>
Turner Head Custodian or JHS 2 <sup>nd</sup> Shift Head Custodian	<ol style="list-style-type: none"> <li>1. Turner Head Custodian or JHS Second Shift Head Custodian</li> <li>2. Elementary Head Custodian</li> <li>3. Custodian Full-Time</li> <li>4. Custodian Part-Time</li> </ol>
Elementary School Head Custodian	<ol style="list-style-type: none"> <li>1. Elementary Head Custodian</li> <li>2. Custodian Full-Time</li> <li>3. Custodian – Part-time</li> </ol>
Custodian Full Time	<ol style="list-style-type: none"> <li>1. Custodian – Full-Time</li> <li>2. Custodian – Part-Time</li> </ol>
Custodian Part Time	<ol style="list-style-type: none"> <li>1. Custodian Part-Time</li> </ol>

Bump must be exercised by affected employee(s) within 5 working days of notification. If not exercised by employee within 5 working days the District may determine “bump for employee”.

(For example – if a Grade I Maintenance employee is laid off, that person could bump a less senior Grade I Maintenance employee. If the Grade I Maintenance is less senior than the other Grade 1 Maintenance personnel, the Grade I Maintenance employee could bump a less senior Grade II Maintenance employee. If none, the Grade I Maintenance employee could bump a less senior JHS Head Custodian. If none, the Grade I Maintenance employee could bump a less senior Turner Head Custodian or the 2nd Shift JHS Head Custodian. If none, the Grade I Maintenance employee could bump a less senior elementary Head Custodian. If none, the Grade I Maintenance employee could bump a less senior full time custodian. If none, the Grade I Maintenance employee could bump a less senior part time custodian. The laid off employee must bump a less senior employee in the respective category and must bump into the first classification in which there is a less senior employee.)

Part-time custodial employees (those working regularly for the School District less than forty (40) hours per week) shall be laid off before any full-time custodian/maintenance employees are laid off.

## 9.7 **Reemployment Rights**

1. If the Board increases the number of employees or has an employee resign after the layoff, the Board shall first offer reemployment to any full-time employee laid off within one calendar year in reverse order of the layoff (i.e., most senior laid off employee in the affected classification recalled first).
2. Failure to respond within fifteen (15) calendar days after the mailing of the Board's letter to recall sent by certified mail to the employee's address on file with the Board recalling such employee shall result in termination of the employee's rights of recall hereunder.

## **ARTICLE X LEAVES**

### 10.1 **Sick Leave**

Regularly employed employees shall be entitled to 8 hours (full-time employee) or 4 hours (part-time employee) of sick leave per month of employment. Sick leave shall be charged in one hour increments. A portion of one hour shall be charged as a full hour. Unused sick leave shall accumulate to no limit. If at the end of a fiscal year, an employee has used (3) or fewer sick days in that preceding year, the employee will be granted an additional (3) sick leave days for the next fiscal year. First year employees who use not more than 1 sick day prior to the end of their year of employment will be granted an additional (2) sick leave days for the next fiscal year.

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness, or death in the immediate family.

For the purpose of sick leave "immediately family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

After an absence of two (2) days for personal illness, the employee may be required to furnish a physician's certificate of treatment.

Excessive absenteeism or a recurring pattern of absenteeism shall be reviewed by the Superintendent and/or his designee. The Superintendent at any time may request a physician's statement from an employee suspected of abusing sick leave.

### 10.2 **Absence Due to On The Job Injury**

Absence due to injury incurred in the course of the employee's workday while assigned duties shall be treated as sick leave. However, income received from Worker's Compensation shall be deducted from the District's compensation liability to the employee. When income from other than District's funds is received by the employee due to his/her injury, the District shall only be responsible for the remaining salary owed the employee. The intent of the District is that in no case shall the employee who was injured while performing his/her duties receive more than 100 percent of his/her gross salary.

If an employee who is injured on the job receives no District funds, no sick leave benefits will be deducted. If an employee who is injured receives District funds, sick leave benefits will be deducted on a pro-rata basis. If an individual runs out of sick days,

excused absence and/or vacation leave which has been accrued on the date that sick leave expires may be used at the employee's discretion on a pro-rata basis.

### 10.3 **Personal Leave**

- A. Upon request to the superintendent's office or his designees up to three personal leave days may be granted employees for the purpose of handling important business or personal obligations, which the employee cannot reasonably be expected to deal with on other than school time or a school day.
- B. Personal leave days off immediately before or after Christmas and Spring vacations, or during the first or last week of school will be approved only upon submittal of the cause of absence. The reason for absence should fall within Board policy. Generally, using these days will be discouraged, and employees are expected to make appointments around these days.
- C. If possible, three (3) days' notice should be given the building administrator using forms provided by the District. If this is not possible, then the form should be filed as soon as possible. Personal leave requested after the end of the day preceding or on the day of absence must be followed within three (3) days of the return of the employee by a completed form.
- D. Any charges for personal leave days shall be in one-half day increments.
- E. At the end of the school year any unused personal leave days shall be added to the employee's sick leave accumulation.
- F. See Appendix F for Personal Leave Request form.

### 10.4 **Leave for Jury Duty**

When an employee is called for jury duty, the employee shall be granted leave with full pay, but employee shall pay to the District any amount of money received for such duty. Leave for jury duty shall not be counted against allowance for emergency leave or sick leave.

### 10.5 **Bereavement Leave**

Employees shall have up to three days, per incident, for leave connected with the death of members of the immediate family or household. Such leave shall be an annual allowance and not cumulative. The immediate family shall be defined as in Article 10.1 of this agreement. The household shall include those individuals actually residing in the employee's household.

### 10.6 **In-District Annual Travel Allowance**

Building head custodians and the JHS Bowl/Field House Custodian will receive an annual travel allowance of \$100.00 per year which will be paid in two installments in December and May.

## 10.7 Sick Leave Donation Plan

- A. The Board and the Association hereby agree to establish a sick leave donation plan. This plan's purpose is to allow all personnel of the district the ability to donate their sick days to another employee who has exhausted his/her personally accumulated sick leave and personal days due to catastrophic illness or serious injury to the employee.
- B. Persons desiring to use the sick leave donation plan should contact the Association President. The Association President and the Director of Labor Relations will convene the committee.
- C. District personnel wishing to donate days will use the form provided in Appendix C.
- D. A committee will be established to act as the governing body for the administration of the Sick Leave Donation Plan. Said committee shall consist of two members of the bargaining unit named by the Association, and two persons appointed by the Superintendent.

The Sick Leave Donation Committee shall hold an initial meeting prior to October 1st of each school year. The purpose of the initial meeting will be to review the qualifications and procedures of the Plan. Subsequent meetings will be held as needed to review applications and determine eligibility. In making decisions, the Committee will use the simple majority rule. Following the date of a decision rendered by the Committee, an employee may appeal in writing said decision to the Board of Education within thirty (30) calendar days.

- E. Beginning with the fourth consecutive day, and after the employee has exhausted all of his/her sick leave and personal leave; an employee may be eligible to use the Plan. If the employee is eligible, the Plan coverage shall be retroactive to include the first day of eligibility (after the fourth consecutive day of absence.)

A custodian/maintenance employee may be eligible to draw a maximum of sixty (60) days in one fiscal year and a maximum of 180 days during his/her employment in the District. The maximum number of days that can be allocated in one fiscal year to all custodial/maintenance employees of the District is 150 days. An employee must notify the Sick Leave donation Committee chairperson and the Superintendent or his/her designee at least five (5) working days before returning to work.

## 10.8 Leaves - Medical Insurance

Employees on approved leave for full time study at a college/university will continue to receive the District's hospital-medical insurance benefits during the duration of their leave. If an employee on approved leave for full time study does not return to the District following completion of the leave, that former employee shall be liable to repay to the District those costs advanced for the medical insurance premiums.

Employees on approved unpaid leave for medical reasons, personal disability or worker's compensation, will continue to receive the district's hospital-medical insurance

benefits during their leave, but not to exceed ninety (90) consecutive school days. Thereafter, the employee may remain on the district's plan if the employee makes monthly payments of premium in advance.

Employees on approved leaves for other purposes may remain in the District's hospital-medical insurance program upon monthly payment, in advance, of the premiums.

## **ARTICLE XI** **COMPENSATION AND BENEFITS**

### **11.1 Salary**

- A. All Salary Schedules are listed in Appendix A of this contract.
- B. When a person is initially employed that person will be placed on Step 1. A person will move to Step 2 the next fiscal year beginning July 1, if they were employed between July 1 and December 31 the preceding year, otherwise, they would remain on Step 1, if they were employed between January 1 and June 30. Each year thereafter on July 1, an employee moves up a step on the schedule.

In the event an employee moves to a higher paying classification, the employee will not take the step on which they are being paid to the new classification but will be placed on the step which provides a minimum increase of \$3.61 from A to B; \$.29 from B to C, \$.33 from C to D, \$.41 from D to E, \$.71 from E to F, \$.28 from F to G and \$.87 from G to H. If an employee moves multiple classifications the increase would be a minimum equal to the sum of the changes, e.g. if an employee moves from Column B to Column E the minimum increase would be \$1.03 (.29 + .33 + .41).

In the event an employee moves to a lower paying classification, the employee will be placed on a step not lower than their current step. The employee will be placed on a higher step, if the employee lost any steps when previously moving into a higher classification.

In the year 2001-2002 if Employee A is currently a 2<sup>nd</sup> Shift Custodian and is promoted to JHS Head Custodian (Level E Pay). The difference between the columns as per this Article is \$1.03 per hour. The JHS Head Custodian pay level would become Level E, Step 4 (Level B. Step 5 plus \$1.03 per hour difference = Level E. Step 4).

### **C. CPI Index**

	<b>CPI OVER 6%</b>	<b>CPI OVER 8%</b>
Maintenance	\$.05/hour	\$. 0/hour
Custodial Staff	\$.04 /hour	\$.08/hour

#### **1. 2008-2009 Formula**

If the U.S. Department of Labor, Consumer Price Index (CPI) for North Central Region for the period ending June, 2008, changes as outlined above and if the sum of the total local property real estate tax dollars for the Education and Buildings Funds and general state aid for 2008-09 is



\$600,000 higher than fiscal year 2007-08, then salary changes will be made to be effective July 1, 2008, through June 30, 2009:

**2. 2009-2010 Formula**

If the U.S. Department of Labor, Consumer Price Index (CPI) for North Central Region for the period ending June, 2009, changes as outlined above and if the sum of the total local property real estate tax dollars for the Education and Buildings Funds and general state aid for 2009-2010 is \$600,000 higher than fiscal year 2008-2009, then the above salary changes will be made to be effective July 1, 2009, through June 30, 2010.

**3. 2010-2011 Formula**

If the U.S. Department of Labor, Consumer Price Index (CPI) for North Central Region for the period ending June, 2010, changes as outlined above and if the sum of the total local property real estate tax dollars for the Education and Buildings Funds and general state aid for 2010-2011 is \$600,000 higher than fiscal year 2009-2010, then the above salary changes will be made to be effective July 1, 2010, through June 30, 2011.

**4. 2011-2012 Formula**

If the U.S. Department of Labor, Consumer Price Index (CPI) for North Central Region for the period ending June, 2011, changes as outlined above and if the sum of the total local property real estate tax dollars for the Education and Buildings Funds and general state aid for 2011-2012 is \$600,000 higher than fiscal year 2010-2011, then the above salary changes will be made to be effective July 1, 2011, through June 30, 2012.

**D. Compensation For Temporary Assignment**

In the event that an employee is placed in a temporary position to substitute for an absent employee, that employee will be paid an additional amount based upon the differentials specified in Article XI (the salary portion of the contract) for any time worked in excess of ten (10) consecutive working days. The differential used when substituting for the Supervisor of Buildings and Grounds will be equal to the differential between classifications G and H as defined in Article XI (the salary portion of the contract).

**11.2 Overtime**

- A. Overtime rates shall apply to all work in excess of 8 hours per day or 40 hours per week actually worked. Paid holidays and pre-approved personal leave and approved vacation shall count toward the 40 hours actually worked requirement. Any employee may be required to work overtime at the discretion of the administration. Non-school associated functions as defined by the administration held on Sunday to which a full-time (40 hours actually worked/week) employee covered by this agreement is assigned shall be compensated at (2) two times the regular hourly salary.

- B. Non-school associated functions held on certain holidays (Christmas Day, New Year's Day, Thanksgiving Day, July 4th, Easter) to which a full-time employee covered by this agreement is assigned shall be compensated at (2) two times the regular hourly salary.

### 11.3 **Call out pay**

When an employee is called back to work outside his/her normal shift, between the hours of 11:30 p.m. and 3:30 a.m., the employee shall be paid a guaranteed minimum of 2 hours pay at the employee's appropriate pay rate. If an employee is called out at times outside his/her normal shift, other than 11:30 p.m. – 3:30 a.m., the employee will be paid his/her actual time from the time the employee leaves his/her residence to returning to that residence upon completion of the call out work assignment provided the assignment takes less than 2 hours to complete. If the work assignment takes 2 hours or more, exclusive of travel time, the travel time will not be paid to the employee. Employees will be paid mileage from home to the school building and back home for call outs.

### 11.4 **Pay Days**

Paydays will be in equal installments on the 15<sup>th</sup> and the last calendar day of each month. The amount of pay will be based upon each employee's hourly rate, times the number of hours per day, times the number of days to be paid each fiscal year. Adjustments will be made for appropriate items such as a change in rate of pay or hours to be docked.

The Assistant Superintendent for Business will publish a yearly calendar listing the pay dates for the year. Starting in September, 1998, all payments will be made by direct deposit for employees hired after September 1, 1998. Current employees hired prior to September 1, 1998, may request to not have their checks directly deposited. Current employees who opt to have their checks directly deposited may not change after they have signed up for direct deposit.

### 11.5 **Employee Insurance Plan**

- A. The District will pay the full individual premium for a medical insurance plan.
- B. The District will offer a Supplemental Dental Insurance Plan for each employee in the bargaining unit at no cost to the District. The cost of the supplemental dental insurance plan will be paid by the employee.
- C. The Board and the Association agree to maintain an Insurance Committee to review, as needed, the District's Insurance Provider. This committee shall have the authority to modify the insurance plan (if acceptable to the Insurance provider) and/or provider pending approval by the Association and the Board.
- D. The district will allow each employee in the bargaining unit to payroll deduct premiums for family coverage, dependent care expenses, dental insurance premiums, term life insurance premiums, and unreimbursed medical/dental expenses. Only one company per benefit will be selected by the Insurance Committee and approved by the Board of Education and the Association.

- E. Effective the first of the month following ratification of the contract for 2008-2009, the Plan will include a \$40,000.00 term life insurance policy for full-time employees and all others will receive a \$20,000.00 term life policy.
- F. The District will provide employees an IRS Section 125 flexible spending account. The account will include payment for medical insurance premiums for family coverage, term life premiums, dependent care expenses, dental insurance premiums, and unreimbursed medical/dental expense. Any administrative cost which may be charged by the company selected by the District to administer the plan will be paid semi-monthly through payroll deduction by the employee. Balances not to exceed \$300 that remain in the Section 125 Plan account at the statutory end of each year's activity will become the property of the District. The amount in excess of \$300 shall be set aside to offset future administrative costs of the third party administrator on a prorata basis for persons enrolling for the plan year two years later based on those enrollees with an effective date of February 1. The flexible spending account will begin February 1st of each year. New employees may enroll within 30 calendar days of initial employment.

#### 11.6 **Retirement**

Any custodial/maintenance employee who retires and has accrued unused sick leave days in excess of 100 days in School District 117 may be paid for those days in excess of 100 days or use them for retirement purposes or a combination thereof. Days in excess of 100 may be paid at a rate of \$35 per day for days 101 through 150, days in excess of 150 may be paid at the rate of \$50 per day.

#### 11.7 **Travel and Expense Reimbursement**

- A. The established payment rates for various expenses incurred by employees while on District business are listed below. Approval from proper administrative level must be obtained prior to expenditure.

##### 1. **Transportation**

Effective the first of the month following ratification of the contract for 2005-2006, private car mileage will be reimbursed at the IRS allowable rate per mile for in-district and out of district mileage. Reimbursement requests for in-district and out of district travel shall be submitted not later than 14 calendar days following the end of the semester in which the travel expense is incurred.

Rail or air travel will be reimbursed at the lesser amount of the actual cost or the standard private car mileage rate computed round trip between the two cities.

Taxi travel will be reimbursed at cost with a maximum amount of \$12.00 per day for one employee and \$24.00 for two or more district employees sharing a taxi.

Parking will be reimbursed at cost with a day maximum amount of \$10.00 per day with submission of the dated receipt.

2. **Meals**

Meals will be reimbursed at cost with the following maximum rates.  
Breakfast = \$7.00, Lunch = \$9.00, Dinner = \$14.00.

Effective the first of the month following ratification of the contract for 2005-2006, meal rates include tips not to exceed 15%.

One banquet costing more than these maximums may be substituted for one of the above meals when attendance is pre-approved.

3. **Lodging**

In non-metropolitan areas, lodging will be reimbursed at cost with the maximum rate of \$60.00 per person per night with a maximum of \$120 per room. In metropolitan areas, lodging will be reimbursed at cost with the maximum rate of \$95.00 per person per night with a maximum of \$190 per room. Motel/hotel taxes may be claimed in addition to the above amount.

For the purposes of this Agreement, metropolitan areas are defined as populations in excess of 250,000 people.

4. **Registration**

Registration amounts will be reimbursed at the cost which has been pre-approved.

5. **Receipts**

There will be no reimbursements for any expenses for which receipts or canceled checks are not provided with the exception of private car mileage. Amounts for total reimbursements may be prorated by principals on the "Permission to Attend a Professional Meeting" forms.

**ARTICLE XII**  
**FAIR SHARE**

12.1 **Fair Share**

A.1 Each new employee, beginning with the 1990-91 school year as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or any member as of August 1, 1995, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state, and national dues.

A.2. Each employee, beginning with the July, 1999 school year as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state, and national dues.

- B. In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.
- C. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
- D. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
  - 1. The Employer gives immediate notice of such action in writing to the Association and permits the association intervention as a party if it so desires, and,
  - 2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence obtaining witnesses and making relevant information available at both the trial and all appellate levels.
- E. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's non-negligent compliance with this Article.  
It is expressly understood that this hold harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.
- F. The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such Employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the Employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board (see Page 14, "Religious Dissenters").

### **ARTICLE XIII**

#### **LABOR/MANAGEMENT COMMITTEE**

A Labor/Management Committee shall be established. Association's President shall select up to three (3) representatives. The Superintendent shall select up to three (3) representatives. The purpose of the Committee is to meet and confer monthly to discuss topics of mutual interest. A monthly meeting can be cancelled by mutual agreement. Nothing said by any person during a committee meeting may be used adversely against that person or the parties in any other context or proceeding. These meetings shall not constitute collective bargaining sessions. It is in the interest of all

parties to provide constructive dialogue to resolve issues in a cooperative effort. Nothing prohibits the attendance of an additional person if both sides agree.

## **ARTICLE XIV** **EFFECT OF AGREEMENT**

### **14.1 Complete Understanding**

The terms and conditions set forth in this agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.

### **14.2 Individual Contract**

Any individual contract issued by the Board to an employee shall be subject to and consistent with the terms and conditions as set in the agreement. If an individual contract is inconsistent with the agreement, the agreement shall be controlling.

### **14.3 Savings Clause**

Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of this agreement.

### **14.4 Management Rights**

It is expressly understood and agreed that all functions, rights, powers, authority, and legal responsibilities of the Board which are not specifically limited by the express language of this agreement are retained by the Board.

The Board shall not be required to bargain over matters of inherent managerial policy which shall include such areas of discretion or policy as the functions of the employer, standards of service, its overall budget, the organizational structure and selection of new employees and direction of employees.

### **14.5 No Strike Statement**

During the term of this agreement and any mutual extension thereof no employee covered by this agreement, not the Association, nor any person acting on behalf of the Association shall ever or at any time engage in, authorize, or instigate picketing, any recognition of any picket line at the School District's premises, any strike, slowdown or other refusal to render full and complete services to the Board, or any activity whatsoever which would disrupt in any manner in whole or in part the operation of the School District.

A. Any violating employee shall be subject to discipline or discharge as determined appropriate in the sole and unilateral discretion of the Board.

B. The Association shall, upon notice from the Board, immediately direct such employees both orally and in writing to resume normal operations immediately and take every other reasonable effort to end any violations.

14.6 **Duration**

This Agreement shall be effective July 1, 2008 and shall remain in effect until June 30, 2012. This Agreement is signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

IN WITNESS WHEREOF:

For the Jacksonville Support  
Personnel Association/IEA/NEA  
Maintenance and Custodial Personnel

For the Board of Education  
Jacksonville School District #117

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary