

COLLECTIVE BARGAINING AGREEMENT

Between

Educational Support Service
Organization

and

Board of Education
School District U-46



Effective Dates: July 1, 2024 – June 30, 2028

Elgin, Illinois

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ARTICLE I: RECOGNITION

The Board of Education of School District U-46 located in Kane, Cook & DuPage counties hereinafter referred to as "the Board" recognizes the Educational Support Services Organization ("ESSO") and IEA/NEA hereinafter called "the Association" as the exclusive bargaining agent for the Distribution Center employees, custodial, grounds, maintenance, auditorium manager and auditorium manager tech employees in all matters relative to wages, hours, and terms and conditions of employment. "Employees" or "members" as referenced in this Agreement shall mean employees within the above- defined collective bargaining unit.

The Association recognizes that excluded from the bargaining unit are all supervisory positions, managerial, and confidential as defined in the Illinois Education Labor Relations Act.

ARTICLE II: PURPOSE

The purpose of this Agreement is to promote a good relationship and a better understanding between the School Board and its employees, insofar as practicable, uniform hours of work and other conditions of employment on a fair and equitable basis; also, to establish adequate procedures for the orderly settlement of any grievance which may arise between the administrative branch and its employees.

ARTICLE III: UNION AND EMPLOYEE RIGHTS

3.1 Dues Deduction: The Board shall deduct from the pay of each member the dues of the Association.

3.1.1 A member may authorize dues deductions by having presented an authorization card to the Board on or before September 1, or the first of any month thereafter. The amount specified by the Union will be prorated and deducted from the employee's

paycheck according to the approved school year deduction schedule submitted by ESSO each school year.

3.1.2 Such authorization shall not be revocable for a period, which is the lesser of one (1) year or the remainder of the term of this Agreement. If a member resigns from the employment of the Board prior to termination of the effective period of the then current authorization, the Board shall deduct the dues for the month in which the resignation takes place from the employee's last check.

3.1.3 All dues deducted by the Board shall be remitted to the treasurer of the Association, no later than ten (10) days after such deductions are made.

3.1.4 The Association shall indemnify and hold harmless the Board from any and all claims, demands, suits, and costs, incurred in connection with any such claim, demand, suit, resulting from any reasonable action taken or omitted by the Employer for the purpose of complying with the provisions of this Section.

3.2 School Mail: To the extent as permitted by current law, the Association will be able to use the school mail and email system to communicate provided that the communication is identified as to its source.

3.3 Facilities: The Association will be able to use school facilities for meetings, provided the proper administrator has been contacted and the Association agrees to pay reasonable costs in the event there are any.

3.4 Bulletin Boards: The Association shall be able to post literature on bulletin boards within the maintenance/custodial areas at each building provided such literature is identified as to its source and is not educationally inappropriate.

3.5 Employee Training: The Employer will continue to provide the opportunity for job related schooling to enable employees to keep up to date and improve work procedures. Any employee that receives sixteen (16) hours or more of training at the district's expense in a calendar year will be bound to the district for the following twelve (12) months. If the employee chooses to leave before the twelve (12) month period expires, the district will deduct the expense from the employee's last paycheck. If the last check will not cover the cost, the employee will be responsible for reimbursing the district the difference.

In an effort to assist each Bargaining Unit employee's efforts to become more knowledgeable and proficient in performing responsibilities in School District U-46 ("U46") and/or to become more qualified when seeking another position within U46, the District will attempt to post pertinent information relative to trainings and classes which are available in the U46 area.

Training and education of an employee, when requested by the Board, shall be fully reimbursed to the employee upon completion of the course.

The Employer will pay expenses incurred by the employee as delineated in the Board's travel policy. Employees will be paid to attend training(s) pursuant to this agreement.

3.6 Association Leave: In the event the Association desires to send representatives to local, state or national conferences or on other business pertinent to organizational affairs, these representatives may be excused without loss of salary or loss of sick days or personal leave days. A total of fifteen (15) leave days per year may be used by the Association's designated individuals provided that the Association President notify in writing the Director of Plant Operations or their designee as applicable four (4) days prior to the absence(s). Additional days may be requested provided that the Association reimburses the district for the cost of the day's pay and further provided that the frequency of such leaves in no way impairs the quality of the employees work and that written requests for leaves have been approved by the Director of Plant Operations or designee as applicable.

The Association shall also have available up to three (3) leave days for the sole purpose of supplying to IEA Region 63 leave days for the exclusive use by the Region for matters approved by the District, if such an arrangement can be found to be acceptable to the District and to the member locals of Region 63

3.7 Member Information: The Association will be given the following information on any new bargaining unit member: name, home address, age, classification category, work site location, rate of pay, work telephone number(s), employee ID number (if applicable), home and cell phone number(s), work and personal email address(es) and date of employment within fourteen (14) days of employment.

The Association shall have the right to meet with newly hired employees, without loss of pay or leave time for either the employees or agents of the exclusive

representative, on the employer's premises or at a mutually agreed-upon location. This meeting may last up to one hour and shall occur either within the first ten (10) work days of the employee's entry into the bargaining unit or on a date and time mutually agreed upon by the employer and the Association.

The Association President will also be informed of any bargaining unit member leaving the district within fourteen (14) days of such departure.

3.8 Rules and Regulations: All published policies, regulations, and rules of the Employer will be made available on the District intranet each year to all bargaining unit members. Before any changes to existing policies, regulations or rules, or the implementation of a new policy, regulation or rule, all bargaining unit members will be notified electronically and the District intranet will be updated.

3.9 Non-Discrimination: There shall be no discrimination against any employee or applicant for reason of race, creed, religion, marital status, age (as defined by law), sex, or national origin.

ARTICLE IV: GRIEVANCE PRODECURE

4.1 Grievance Definition: A grievance is defined as any claim by an employee or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.

4.2 Employee's Protection: All employees will be entitled to fair, reasonable, and equitable treatment when processing grievances. An employee who participates or intends to participate in any grievance as described herein will not be subjected to discipline, reprimand, warning or reprisal because of such participation or intention. Grievance files

will be maintained separately from the personnel files of the participant.

4.3 Employee Rights: Any employee will have the right to present grievances in accordance with these procedures and to be represented by the Association in accordance with these procedures. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with their immediate supervisor and having the grievance resolved, provided the resolution is consistent with the provisions of this Agreement.

4.4 Time Limits: The time limits provided in this Article will be strictly observed but may be extended by written agreement of the parties. Whenever illness or other incapacity of the grievant and/or involved administrator prevents their presence at a grievance meeting, the time limits will be extended to such time that said party can be present. When such grievance meetings and conferences are held during work hours, all employees whose presence is required will be excused, with pay, for that purpose.

4.5 Conformity with Agreement: Adjustment of any grievance as described herein will be consistent with the provisions of this agreement.

4.6 Association Involvement in Grievances: The Association may file a grievance on behalf of two or more employees who are affected by the same issue. Such grievances may be initiated at Step I or Step II of the formal grievance procedure but shall not bypass Step II. All Association-filed grievances must be submitted within fifteen (15) workdays of the occurrence giving rise to the grievance, or within fifteen (15) workdays of the date on which the grievant(s), through the exercise of reasonable diligence, should have

become aware of the occurrence.

4.7 Withdrawing Grievances: A grievance may be withdrawn at any level.

4.8 Procedures

4.8.1 Optional Informal Step: Any employee who believes there is a basis for a grievance may discuss the matter informally with their immediate supervisor; an Association representative may accompany the employee.

4.8.2 Formal Grievances: The following formal grievance procedure may be invoked by the employees on the form available from the Association representative.

Step I Director of Plant Operations (or designee):

The grievant may submit to the Director of Plant Operations (or designee), within fifteen (15) work days after the event giving rise to the grievance unless the grievant(s) could not have known about the event in the exercise of reasonable diligence, in which case the period will be fifteen (15) work days from the time when the event could have been known in the exercise of reasonable diligence. Grievance Report Form-Step I, showing the date of the occurrence, when and by what process the grievant gained knowledge of the alleged grievance, a statement of the nature of the grievance and provisions of the Agreement allegedly violated, and the relief sought.

Within five (5) workdays of receipt of the Grievance Report Form the Director of Plant Operations or designee will meet with the employee and the Association representative in an effort to resolve the

grievance. The Director of Plant Operations or designee will provide a written disposition of the grievance within five (5) workdays after such meeting by completing the Grievance Report Form-Step 1 and returning it to the grievant and the Association.

Step II Superintendent (or designee): If the Association or the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the above-stated time limits, the grievant or the Association will complete Grievance Report Form-Step II within seven (7) work days after receiving the Director of Plant Operations or designee disposition or after the above- stated time limits have expired, and submit the grievance to the Superintendent and/or their designee. Within seven (7) workdays the Superintendent and/or their designated representative will meet with the grievant and their Association representative. Within seven (7) workdays of the meeting, the Superintendent or their designee will provide a written disposition by completing their portion of the Grievance Form-Step II and forwarding a copy to the grievant and the Association.

Step III Board of Education: If the Association is not satisfied with the disposition made by the Superintendent or their designee, or if no disposition has been made within the above-stated time limits, then the Association will complete Grievance Report Form-Step III within seven (7) work days after receiving the disposition of the Superintendent or their designee or after the above-stated time limits have expired, and submit the grievance to the Board by filing a copy with the President of the Board and

the Superintendent or, upon mutual written agreement of the Board and the Association, to arbitration before an impartial arbitrator as hereinafter provided.

If the grievance is submitted to the Board, the Board, at its next regularly scheduled meeting, will meet with the grievant, the Association, and the Superintendent and/or their designee, to review such grievance in executive session or give such grievance the consideration as it deems appropriate. The Board will provide a written disposition to the Association by completing Grievance Report Form-Step III, within seven (7) workdays of the meeting.

Step IV Arbitration: If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made by the Board within the period above provided, or if the Board and the Association have chosen to instead submit the grievance to arbitration, the grievance may be submitted to arbitration before an impartial arbitrator by the Association's completion of Grievance Report Form, Step IV, and filing of same with the Board. If the Association fails to forward to the Board, the Grievance Report Form, Step IV, within twenty (20) workdays of receipt by the Association of the Board's disposition, when Step III has been used, then the grievance shall be considered waived. If the American Arbitration Association is not notified within thirty (30) days of the notification to the Board, the grievance shall be considered waived. If the parties cannot agree as to the arbitrator, they shall be selected by the American Arbitration Association in accordance with its rules, which rules shall likewise govern the arbitration

proceedings. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. Both parties agree that the award of the arbitrator shall be final and binding. The Board and the Association shall share equally the cost of the arbitration.

4.9 Representation and Witnesses: In any grievance meeting or hearing, either party may bring such witnesses and/or representatives as the respective party may select.

ARTICLE V: NEGOTIATIONS

5.1 Procedures: Neither party shall have any control over the selection of the negotiating representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and/or compromise in the course of negotiations, subject only to such ultimate ratifications.

5.2 Mediation Procedure: In the event that an impasse is reached, either party may request mediation. The Federal Mediation and Conciliation Service shall be requested to appoint a mediator from its staff. The will not preclude the parties from mutually agreeing to mediation at any time during negotiations.

ARTICLE VI: SENIORITY

6.1 Definition: Seniority shall be defined as the length of continuous service in the District from the employee's last date of hire in a position covered by this Agreement. If a bargaining unit member accepts a management position in a department which includes bargaining unit members and then returns to the bargaining unit within sixty (60) days, they will retain all accrued bargaining unit seniority. If a bargaining unit member serves in such a management position for more than sixty (60) days but not more than twelve (12) months, they can return to the bargaining unit with no more than one (1) year of bargaining unit seniority.

6.2 Probationary Period – New Hires: For the first ninety (90) calendar days of employment the employee shall be in a probationary period. The District may terminate a probationary employee for any reason within these 90 days. The employee will be given reasons for such termination in writing. The District may request, and the union will not unduly deny, an extension of the probationary period upon written demonstration of need by the District.

If a probationary employee is selected for a new position during the probationary period, the probationary period restarts; the special probationary period in section 7.1.7 does not apply until an employee has completed the initial probationary period.

6.3 Purpose of Seniority: The District will use seniority as one of the criteria for the purpose of employee promotion, transfer, vacation, layoff, recall, and other decisions relative to employee treatment.

6.4 Breaking of Seniority: Seniority shall be broken by termination for just cause, voluntary quit, resignation,

retirement, being laid off or on a leave of absence for a period exceeding that specified in Section 7.5.5, failure to return within three (3) work days upon recall from lay-off, and/or failure to return from leave of absence.

6.5 Seniority List: An updated seniority list shall be provided biannually to the Association President.

ARTICLE VII: ASSIGNMENTS

7.1 Vacancy: For the purpose of this section vacancy shall mean any bargaining unit position which the Administration determines must be filled to maintain District operations.

7.1.1 When the Administration determines a vacancy should be filled, that position, along with a description of responsibilities and required skills, shall be posted on the District's website and distributed via email to the bargaining unit. A position shall be bid in the classification category in effect at the time the position was vacated. The only exception will be in cases of changes in job requirements and/or qualifications. The Association will be notified of the justification of such changes before the position is posted. Custodial, maintenance and grounds classification category A positions are exempt from this provision.

7.1.2 Bids for vacancies or newly created jobs shall be submitted via the online application system within five (5) workdays of the date of posting. The Department administrator will send a list of internal ESSO applicants to the Association Representative and to the appropriate Central Office Administrator. Employees will be notified twenty-four (24) hours in advance of any required testing. If the applicant passes the required test, they will be notified at least

3 work days in advance of the interviews. The Department Administrator and/or designee will review questions answered incorrectly with the employee within thirty (30) days of the notification of their score. Employees must wait at least 120 calendar days to re-test for the same type and level of position or to a position of greater skill if that position includes the same job duties as the position for which the failed test was taken. A Union Representative appointed by the President will be present at all internal interviews.

Testing required by the District for assistance in determining an employee's eligibility for another bargaining unit position shall be administered and scored by the Department of Human Resources, with input and assistance from the Director of Plant Operations, or their designee. The scoring of tests shall be done on an anonymous basis. A passing test score of 70% or higher is valid for one (1) year from the date of the initial test when applying for the same classification. Any position that requires a professional license relevant to the position issued by the State of Illinois is exempt from the testing requirement.

ESSO and Administration will convene a joint ad-hoc testing committee no later than two months after the date of ratification of this Agreement for the purpose of reviewing and improving the testing system. ESSO and Administration will each appoint four members to this committee. The committee will meet as often as it determines is necessary.

The committee is charged with the following:

1. Determine the purpose/philosophy of the testing system.
2. Research employment testing systems that could be used for U-46 and review the principles of quality test design.
3. Determine the structure of the testing system.
4. Determine the source of questions for the testing system. A source can be internal or external.
5. Determine the ongoing role of a testing committee, if any.

The committee will present its findings to the ESSO leadership and Administration no later than six months after the date of ratification of this Agreement. The findings of the committee will be implemented unless ESSO leadership or Administration object within ten (10) work days of the findings being presented. If either party objects, the objections will be considered by the committee and revisions may be provided.

7.1.3 If the applicants are equally qualified, seniority shall govern. The Employer reserves the right to choose the most qualified candidates for a vacancy in the event of bidding. Applicants will be notified by Human Resources whether or not they were awarded the position.

7.1.4 In the event there are no qualified internal ESSO bidders as determined by the District for a vacant position, the District may fill the vacancy from outside the bargaining unit as long as prior notification has been given to the Association and an opportunity is allowed to review such decisions.

7.1.5 A successful bidder will be transferred to their new position as soon as reasonably possible and consistent with the work and training needs of the District. Once the employee begins performing work for the new position or forty-five (45) calendar days from the date of acceptance of position, whichever is less, they will be paid at the new position's hourly wage. If the employee is temporarily returned to their former position, they will continue to be paid at the new position's hourly wage.

This Section does not apply to temporary transfers under Section 7.3.

7.1.6 Internal employees who successfully bid within the same or at a lower category will remain categorized at the same step on the pay schedule for the new position that they were on for the old position and will continue with the same terms of advancement at that level. "Off schedule" employees who bid for a position in a category that has a lower starting rate than the starting rate for the position the employee is currently in will reduce their rate using this calculation: Determine the percentage decrease between the old position and the new position, then reduce the employee's rate by that percentage.

The number of lateral bids from any employee will be limited to one successful bid within twelve (12) months from the start date of the new position.

Internal employees who successfully bid for a higher category position will be placed at the same step on the schedule for the new position that the employee was on for the old position (for example, if the

employee was on step 3 for the old position, the employee will move to step 3 for the new position.) If an employee is “off schedule,” the new rate will be calculated by determining the percentage increase between step 1 of the new position and step 1 of the old position and increasing the current rate by that percentage. The administration will share the category, wage rate, and step advancement calculation with the employee and the association.

- 7.1.7** A successful bidder shall be considered as a special probationary employee and must successfully complete no more than a ninety (90) calendar day probationary period before being permanently appointed to the position. Note: this section does not apply to employees who have not yet completed the initial probationary period defined in section 6.2.

An employee review shall be completed by the employee’s immediate supervisor on or near the mid-point of the probationary period and near the end of the ninety (90) calendar day probationary period. The purpose of the evaluations is to provide feedback and opportunities for growth as it relates to the special probationary employee’s work performance. A special probationary employee will be provided training and coaching during the probationary period.

Failure to demonstrate proficiency during the ninety (90) calendar day probationary period will result in the administrative transfer to a lower category position or an extension of the probationary period, which shall not exceed thirty (30) additional calendar days. In the event the special probationary employee is transferred to a lower category position, the

special probationary employee shall receive the pay rate of the higher category position they were transferred from for ninety (90) calendar days. The special probationary employee may choose to bid on an open position at any time during the special probationary period. If after ninety (90) calendar days a special probationary employee remains in the lower category position, then the special probationary employee's pay shall be commensurate with the lower category position.

A new ninety (90) calendar day probationary period shall begin at the time a special probationary employee bidder is transferred or assigned to a new position.

7.1.8 Nothing in this Agreement shall in any way diminish the rights of employees under the Workers Compensation Act. For disability and Workers' Compensation leaves the District may declare the employee's position vacant and post the position if the leave has lasted longer than sixteen (16) weeks or the exhaustion of any accumulated unused sick leave available to the bargaining unit member in the immediately preceding twelve (12) month period. The sixteen (16) week period begins when the employee is absent due to an injury covered by Workers Compensation or the disability for which disability leave is taken. However, for a worker's compensation leave, the sixteen (16) weeks may be extended to the extent the employee is delayed in obtaining a treatment plan approved by the Workers Compensation administrator, up to a maximum of four (4) additional weeks. The employee must demonstrate that the delay is attributable to the health provider or the Workers Compensation

administrator and not to the employee.

If the employee on leave is able to return within twelve (12) months, or the exhaustion of any accumulated unused sick leave unrelated to Workers Compensation, whichever is greater, of the onset of the disability, the employee will be placed in the following order: (1) in their former position if held by a temporary or substitute employee;

- 1) in a vacant position in the former category;
- 2) in a position in a lower category for which the employee is qualified, in which case the employee's former category placement on the wage schedule will be continued for a minimum of twelve (12) months following the transfer to the lower category on the wage schedule for a maximum of 12 months. Thereafter, the the category into which they have been placed. If a vacancy arises in the employee's former category within this twelve (12) month period, the employee will be offered the opportunity to transfer into such category at the corresponding pay rate. Continued employment and assignment will be at the discretion of the District if the employee is unable to return to work within the later of: (1) twelve (12) months from the onset of disability, or (2) the exhaustion of any accumulated unused sick leave unrelated to Workers Compensation. The Union will be notified before a final determination is made by the District on the employee's continued employment and assignment.

A leave for the same disability will be considered a continuing disability unless the employee has returned to continuous active employment for a period at least equal to the length of the original leave, up to 16 weeks.

It is the employee's responsibility to keep the immediate supervisor apprised of their work status in writing on at least a monthly basis, more frequently if requested by the supervisor.

7.2 Custodian/Groundskeeper Trainee: The Custodian Floater/Trainee must complete a ninety (90) day probationary period. After 180 workdays, the employee will be reclassified as a Custodian Floater under Category Group B and will receive the corresponding pay increase based on the salary schedule in effect at the time of reclassification.

The Entry-Level Groundskeeper Trainee will serve a probationary period of ninety (90) calendar days. Upon completion of one hundred eighty (180) workdays, and contingent upon successful passage of the Pesticide Applicator examination, the employee will be reclassified to Groundskeeper I within Grounds Category Group B and will receive the applicable wage adjustment in accordance with the wage schedule in effect at the time of reclassification.

7.3 Temporary Transfers: For the purpose of District operations, from time to time the District may transfer on a temporary basis, an employee to another position or to another building or to another shift. No employee will be forced to make a temporary transfer of less than one week except in cases of emergency or more than two months, unless a need is created by an extended absence. In the event no employee voluntarily transfers, the District will assign an available capable employee to temporarily fill that

position. After a two (2) month period of time that employee may choose to return to their regular assignment, and the District may assign another available capable employee to temporarily fill that position. Maintenance and Ground employees who are filling in for custodial employees will not be required to take an hour lunch period when filling on an emergency basis, but rather can maintain a 30-minute lunch. Employees who are on the floater schedule with no less than two (2) calendar days' notice, will assume the building custodian's schedule with a one-hour unpaid lunch.

7.4 Seasonal Help: Seasonal help employees may be employed from March 1 through November 30 to work less than the applicable IMRF minimum eligibility guidelines (currently 600 hours) and continue to perform the same basic type of work as bargaining unit members under the direction of the administration and the supervising ESSO member (if applicable), If overtime is necessary, it will not be assigned to seasonal employees, unless bargaining unit members in the same department have been first offered and declined overtime, except in emergencies.

Seasonal employees will not be utilized to fill budgeted bargaining unit positions. If a RIF is necessary, no seasonal help will be hired in the affected department before the end of the school term or after school starts August.

7.5 Reduction in Force (Lay Off):

7.5.1 Layoff for Cause: Layoff shall be defined as a reduction in the work force beyond normal attrition. In the event the Board determines the need for a reduction in force, the administration shall meet with the Association to discuss the following:

- 1) Reasons for need to have layoff.
- 2) Review of seniority list.

3) Review of layoff and recall procedures.

7.5.2 Procedure for Layoff: Reductions in force shall be accomplished based upon seniority within affected classifications. The classifications are set forth in Appendix A, along with the pay categories in which the classifications are placed. In the event of a reduction in force, the Employer shall first lay off Employees who are in their probationary period under Section 6.2 above within the affected classification; further reductions shall take place in inverse order of seniority within the affected classification. Non-probationary Employees thus reduced shall have the option of displacing the least senior Employee in any classification in the same or successively lower pay category, provided that such reduced Employee is qualified to perform the full job requirements as set forth in the job description. If more than one displacement position exists within a particular classification for which the employee is qualified, the Employer shall determine the position to be made available to the employee. If the reduced non- probationary Employee does not exercise this option or is not qualified to perform the job held by the least senior Employee, they will be laid off.

7.5.3 Laid Off Employees/Substitution: A laid off Employee shall, upon application and at their option, be granted priority status on the substitute list according to their seniority with the District, provided such employee is fully qualified to perform the job in question.

7.5.4 Fringe Benefits/Laid Off Employees: Laid off Employees may continue group insurance benefits in accordance with the Consolidated Omnibus Budget Reform Act of 1986.

7.5.5 Recall: Employees shall be recalled in the reverse order of their seniority provided that they have the skill, ability, and willingness to perform the available work.

Employees who have been laid off and who have one (1) or more years of seniority shall remain on the recall list and be eligible for recall for a period of one year from the date of layoff. Employees with less than one (1) year of seniority shall remain on the recall list and be eligible for recall for a period of time equal to their length of seniority.

7.5.6 Employee's Obligation to Respond to Recall: It shall be the Employee's responsibility to keep the Employer notified as to their current mailing address. Notices to recall shall be sent by registered or certified mail to the Employee's address shown on the Employer's records and shall state the time and date and place to which the Employee is to report back to work. A recalled Employee shall be given three (3) working days to report to work. An Employee who fails to report within such time period shall forfeit their seniority rights and shall be deemed a voluntary quit. The three (3) working days shall begin on the working day immediately following the Post Office's first attempt to deliver the recall notice.

7.6 Termination of Employment

7.6.1 Employees will give two (2) weeks written notice to their immediate supervisor with a copy to Human Resources prior to voluntary termination of their employment.

7.6.2 All Employees, except those still in the new hire probationary period, will be paid for the vacation time they have earned at the time of termination of employment, unless proper notice as stated in Section 7.6.1 is not tendered for such termination.

ARTICLE VIII: HOURS OF WORK AND OVERTIME

8.1 Workday

8.1.1 The starting and quitting times for all employees will be established by the District with all relevant operational concerns taken into consideration. The District will discuss any anticipated time changes with the Association before implementation.

8.1.2 During the school year all day custodians will work eight (8) hours per day, five (5) days per week, Monday through Friday or Tuesday through Saturday, with a one-hour unpaid lunch period, two fifteen (15) minute breaks at predesignated times barring extenuating circumstances, plus such time as is necessary to heat the building and perform any other necessary tasks. All other full-time employees will work eight (8) hours per day, five (5) days per week, Monday through Friday or Tuesday through Saturday, and are assigned a 1/2-hour lunch period as well as two (2) fifteen-minute breaks. During non-student attendance periods all day custodians will take a half-hour lunch unless otherwise designated by the District due to circumstances regarding the use of the building and the demonstrated need for

the custodian to work their normal schedule.

8.1.3 All custodians will take their lunch period during the scheduled lunch period unless they receive reasonable prior notice from the building administrator to reschedule the lunch period or if there is a building emergency. All custodians will notify the building administrator/Plant Operations if they are leaving the building for the lunch period. It is understood and will be communicated by Plant Operations to school principals, that custodians are completely relieved of duty while on their lunch period. If an employee is contacted by Plant Operations to perform any duties, whether active or inactive, during their lunch period, the time will be counted and is compensable. Night and Saturday shift personnel must remain in the building during any paid lunch period when designated by the District at least 24 hours in advance. Otherwise, attendance during the lunch period is not required, the lunch period will be unpaid, and the full shift will be worked. Maintenance and Grounds must remain at the job site during their lunch period, except as otherwise approved by the respective supervisor. Distribution Center staff must return to the Distribution Center prior to taking their lunch period, except as otherwise approved by the respective supervisor. All employees are not required to punch out/in or swipe out/in for the lunch period. The lunch period will be deducted automatically. If an employee does not take a lunch, they are to notify their supervisor in writing.

8.1.4 Each member of the bargaining unit will be paid bi-weekly. Each pay period will cover two weeks. Compensation for each pay period will be issued by

direct deposit or pay card. If any employee requests a paper check, there will be a \$2.50 processing fee per check, automatically deducted from the requestor's pay.

8.2 Building Checks

8.2.1 During certain times of the year, Head Custodians or other designated bargaining unit members may be required to conduct building checks for security, safety, and to maintain temperature levels. These employees must use the District designated time recording system upon entering and leaving the building. If a condition exists, the employee will correct the problem. A minimum of one-hour overtime will be paid.

8.2.2 If the custodian is requested by the principal and approved by Plant Operations to open the building at any other time than their regular work hours or days he will be paid a minimum of one hour.

8.2.3 Custodians will be expected to be in the building during the normal school day unless they have made arrangements with the principal and Plant Operations that they will be out of the building on school business.

8.3 Emergency Callback Assistance

8.3.1 Roles and Responsibilities

- a) Emergency Call-Back Assistance: Any bargaining unit employee may receive a callback to provide additional help during a response to District emergencies, snow removal, or other urgent District needs.
- b) Employees are expected to answer calls or acknowledge the receipt of a call within 30 minutes.

If a call is not answered, the next bargaining unit employee will be called.

- c) Employees will clock in upon arrival and clock out upon departure. When such is not possible, or safe to do so, the employee will provide their immediate supervisor with their start and end times in writing.
- d) During the hour following the arrival at the site of the callback or during the time of actual work at the site if longer than one hour, the employee may be asked to respond to an additional emergency call, and such assignment will be considered a continuation of the first call. If the additional call is received after the first hour has expired, and the employee has left the site, the additional call will be considered a new callback.
- e) If the responding employee needs additional help during a call, they will call their direct supervisor for approval.

8.3.2 Compensation: For all in-person emergency responses, employees will be compensated at a minimum of one and one-half hours of paid overtime. The overtime rates as set forth within Section 8.5 will apply to any additional time worked.

8.4 District Wide On-Call Team

8.4.1 Roles and Responsibilities

- a) Employees may volunteer to be added to an ongoing volunteer list from which the District will select employees to be members of the Districtwide On-Call Team based on seniority and employee's qualifications.
- b) Employees must answer calls and return missed calls within 30 minutes.
- c) Employees will clock in upon arrival and clock out upon departure. When such is not possible, or safe to do so, the employee will provide their immediate

- supervisor with their start and end times in writing.
- d) If the responding employee needs additional help during a call, they will call their direct supervisor for approval.
 - e) During the hour following the arrival at the site of the callback or during the time of actual work at the site if longer than one hour, the employee may be asked to respond to an additional emergency call, and such assignment will be considered a continuation of the first call. If the additional call is received after the first hour has expired, and the employee has left the site, the additional call will be considered a new callback.

8.4.2 Compensation

- a) Employees will be on-call for 1 week, starting at 6:00 am Monday and ending at 5:59 am the following Monday.
- b) Employees will receive a minimum of 10 additional hours of pay for each week that they are on-call. The overtime rates as set forth within Section 8.5 will apply to the minimum 10 hours and any additional hours worked.
- c) Employees have the option to utilize a District vehicle to commute to and from work and during regular and on-call duties, during the entire week on-call, starting at 6:00 am Monday and ending at 5:59 am the following Monday. Employees who select this option will receive a stipend for each week that they are on-call in the amount of \$350.00.
- d) Employees who do not opt to utilize a District vehicle as set forth in paragraph (c) of this section will receive a stipend for each week they are on-call in the amount of \$500.00

8.5 Overtime

8.5.1 Specific Activities: In addition to roles and duties outlined elsewhere within Article VIII, the following will count toward the computation of overtime:

- a) Activities requiring a custodian to return to their building after their regular workday. If the custodian is required by the principal and approved by Plant Operations to open the building at any other time than their regular work hours or days, they will be paid a minimum of one hour.
- b) Activities requiring a custodian to remain at their school for a scheduled function or event and this time extends fifteen (15) minutes or more beyond their normal quitting time.
- c) For the purpose of snow removal or salting requiring a grounds or maintenance employee working on snow removal to alter their start time, the employee will be allowed to choose to work the equivalent of the extra hours required for Tier 1 to cover other emergency calls.

8.5.2 Distribution of Overtime: Scheduled overtime will be distributed as equally as practical among employees in the same job classification within a department. In the event of an emergency callback, the first available employee contacted, will receive the overtime assignment. If an employee establishes that they did not receive an overtime assignment as outlined within this subsection, they will receive the next overtime assignment.

8.5.3 Submitting Overtime Hours

- a) Each employee will be responsible for submitting their own overtime hours to the appropriate administrator using the District approved reporting system.
- b) All overtime hours worked will be submitted no later than

the dates established and published for each pay period. Any overtime hours received after said dates will be held until the following pay period.

8.5.4 Overtime Rates & Compensation

- a) For the purpose of overtime, the work week begins on Monday.
- b) Hours paid for time not worked on jury duty, holiday, and vacation days shall be considered as hours worked for the purposes of overtime computation.
- c) Employees will be paid for time and one-half for each hour worked after forty (40) hours in one week, except as provided in subsection 8.5.4(d).
- d) Employees will be paid double time on Sundays for each hour worked after forty (40) hours in one week.

8.6 Split Shifts: There will be no split hours of employment in a normal working shift except in an emergency situation or with the agreement of the employee involved, and notification of the Association.

8.7 Snow and Ice Management

8.7.1 In order for the District to continue operations during winter, a Snow and Ice Management Plan will be executed by Plant Operations. The Snow and Ice Management Plan, adopted by the District, will be reviewed in Labor-Management Meetings and ESSO will be able to provide input into the Plan regarding its effect on the bargaining unit's terms and conditions of employment.

8.7.2 Snow removal hours depend upon when it snows. Removal will be scheduled before school opens when it snows more than one inch. In each instance, removal should be scheduled in daylight when possible, before it accumulates deeper than the equipment can handle, and before it has the

opportunity to freeze hard.

8.7.3 On weekends and holidays, snow removal will occur during daylight hours when reasonable, in a manner that provides a safe, efficient and cost-effective operation, including preparation for the next regular workday. Routing will be determined by building usage schedules.

8.7.4 Before snow and ice management events, custodians will be notified of the amount of time they are allotted for snow removal, their report time (which may be a window of time) if the event takes place over the weekend or during a holiday, and any necessary updates about the weather system. Calls for snow and ice management events will be paid a minimum of one (1) hour of overtime. Calls for spot salting will be paid a minimum of 30 minutes of overtime.

8.7.5 Plant Operations will determine the routes and employees needed for the District's areas of responsibility for plowing and salting.

8.8 Time Reporting Devices: Time reporting devices are to be used by all employees. All employees will be expected to report no later than the time indicated for the beginning of their shift and will remain on duty at least until the time indicated for the ending of their shift. No overtime will be paid without authorization. No one should swipe in earlier than seven (7) minutes before starting time or seven (7) minutes after closing time without authorization. No overtime will be paid for these periods. Any failure to clock in or out will result in progressive discipline.

8.9 Scheduled Activities

8.9.1 The Head Custodian or person responsible for scheduled activities will be responsible for:

- 1) Checking the school schedule and confirming all outside activities that require assistance and informing their direct supervisor.
- 2) Setting up and posting their own schedule and assigning specific responsibilities to assigned personnel.
- 3) Scheduling assignments so that all employees who are qualified to handle all safety systems have equal opportunity for overtime.
- 4) Checking the schedule to learn specific areas assigned and confining activities to that area.
- 5) Assisting those in charge of an activity.
- 6) Informing those in charge of an activity of where the assigned personnel can be located and then continuing with assigned duties.

8.9.2 Assigned personnel will not be responsible for maintaining discipline for any scheduled activities. Nor will the employee be responsible for any consequences resulting from disciplinary problems during scheduled activities. The employee will report any disciplinary problems that are observed to the person(s) in charge of the event.

8.9.3 A notice of activities will be given to those responsible as far ahead of time as possible, at least twenty-four (24) hours in advance, including summer

activities such as workshops, summer school programs, etc.

- 8.9.4** The custodian will not be responsible for closing the building in cases where teachers have remained for the purpose of conferences or working with students after the regular working day.
- 8.9.5** An updated and approved daily cleaning schedule must be on file with the Custodial Coordinator or designee. Daily schedules for all custodial staff will be updated yearly and posted in the custodial office and a copy on file with the Coordinator or designee.
- 8.9.6** There must be a bargaining unit member and/or an employee of the contracted cleaning company working in the building during all activities. If the activity involves fifteen (15) persons or less using the inside of the building, with the exception of weekends and holidays, then ESSO coverage will not be required. Activities that involve District staff only, will not have custodial support unless requested by administration. Bargaining unit members assigned to such responsibilities will be paid overtime and will perform assigned duties.

The bargaining unit member shall report any damage or disturbance caused by principals and/or teachers who bring their own son/daughter into the school to plan on non- school days. The responsibility for this will be placed with the principal and the teachers and not with the bargaining unit member.

The bargaining unit member in charge of the building will not be responsible for the actions or the work of

any subcontracted worker and shall report any related problems or concerns immediately to Plant Operations.

8.9.7 If applicable, on election days, the custodian will be expected to be present to open the school; to help set up the voting area; and to perform such other tasks as approved by Plant Operations.

8.10 Grounds Night Events: For scheduled night events and/or tournaments that do not have two (2) bargaining unit employees scheduled at that location, there will be a U-46 administrator and/or designee present until the Grounds employee has completed their work for any night event and/or tournament with an anticipated end time of 10:00 PM or later.

ARTICLE IX: CALENDAR

9.1 Holidays

9.1.1 Each employee shall be granted a day off with pay on the following holidays, or on days observed as such, as long as school is not in session.

- 1) New Year's Day
- 2) Martin Luther King Jr. Birthday
- 3) February Holiday*
- 4) Spring Holiday**
- 5) Memorial Day
- 6) Juneteenth
- 7) Independence Day
- 8) Labor Day
- 9) Columbus Day/Indigenous Peoples Day
- 10) Election Day***
- 11) Veteran's Day****
- 12) Thanksgiving
- 13) Friday Following Thanksgiving
- 14) December 24th
- 15) December 25th
- 16) New Year's Eve Day

* The February holiday shall be announced annually by the Board of Education as either President's Day or Lincoln's Birthday.

** This day will be announced annually by the Board of Education.

*** When declared as a state holiday by the Illinois General Assembly and/or Governor of the State of Illinois and schools are closed.

**** Veteran's Day may be a scheduled work day as determined by the Board of Education. If Veteran's Day is a work day for employees, then employees will be granted a floating holiday at a mutually agreed upon date by employee and supervisor. Employees must submit in writing, and be approved by their immediate supervisor at least five (5) work days in advance of the requested absence. An Employee in their first year of employment must have started their employment prior to November 11 to earn the floating holiday.

9.1.2 If any of the above holidays fall on Saturday or Sunday, and school is in session on the preceding Friday or succeeding Monday, this day shall be added to the vacation time. If school is not in session on the adjacent Friday or Monday, one of these days shall be used as the holiday. Each employee must work the last full scheduled day preceding and the full scheduled day after each holiday. To receive holiday pay. Employees will not be paid for missed whole days except in case of illness for which proof of illness satisfactory to District U-46 must be submitted. Included as legitimate excuses will be those days on which an employee is on authorized long-term sick leave, jury duty, bereavement leave, or other authorized leave of absence.

9.1.3 Employees required to work on any of the above-named holiday, or days observed as such, shall receive in addition to their regular pay, the appropriate overtime rate.

9.2 Vacation Days with Pay

9.2.1 Employees shall receive vacation days as follows:

- 1) Less than one (1) year of service in the District: Vacation days will be prorated based on the employee's workday calendar. The days will be added to their bank and available for use on July 1st.
*New hires cannot use vacation days until after the completion of their probationary period.
- 2) One (1) through five (5) years of service in the District: Ten (10) working days.
- 3) Six (6) through fifteen (15) years of service in the District: Ten (10) working days plus one (1) working day for each year of service beyond five (5).
- 4) More than fifteen (15) years of service in the District: Twenty (20) working days.

9.2.2 Vacation days are taken from those earned in the previous fiscal year.

9.3 Vacation Approval: Vacation may be taken at the time selected by the employee with the approval of the immediate administrative supervisor with a minimum of two weeks' notice for foreseeable vacations that are approved outside the twice-per-year windows discussed below. Building custodians must have the approval of both the building administrator and Plant Operations. The Administration and Association will provide a procedure for selecting vacation days for the forthcoming fiscal year twice per year. When necessary, vacation will be approved based on seniority and the needs of the District and shall not unduly disrupt the operations of the Department.

Vacation approval will be subject to the following guidelines: no more than five (5) day shift maintenance employees Monday through Friday, two (2) on Saturdays, two (2) night shift maintenance employees, five (5) grounds employees, up to eight (8) elementary and custodian floater, and two (2) distribution center employees may be approved for vacation for the same dates. Over the same time period, at least one (1) ESSO member who is assigned to each secondary school site must be present at each secondary school site. For the last five (5) days of the school year and for a ten (10) weekday period at the start of the school year comprised of the five (5) days prior to the first student attendance day and the first five (5) student attendance days, employees are encouraged not to use vacation; these are time periods where operational necessity makes it especially difficult for management to approve planned vacation day usage, but may be approved on a case-by-case basis.

9.4 Unused Vacation Days

9.4.1 All available vacation days should be taken during the period of July 1 to September 30 of the following year. However, a maximum of five vacation days may be carried over through October 31.

9.4.2 Upon proper notice of retirement to Human Resources and to the appropriate department supervisor (see Section 12.7), an employee may transfer any unused vacation days to their allotment of sick days.

ARTICLE X: LEAVES OF ABSENCE

10.1 Sick Leave Days

10.1.1 Each employee will receive 10 sick days at the beginning of each fiscal year. Employees hired during the fiscal period shall receive 5/6 day per month for the remaining months of the year.

10.1.2 Sick leave days may accumulate without limit.

10.1.3 Sick days may be used for personal illness, mental or behavioral health complications, quarantine at home, or serious illness or death in the immediate family or household.

10.1.4 The immediate family will be defined as parent, spouse, brother, sister, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, step family of the foregoing relatives and those over whom the employee has legal guardianship or relatives living in the employee's immediate household.

10.1.5 Any employee absent for three (3) continuous working days or more may be required to submit a medical report of the illness to their supervisor. A medical report may also be required of an employee who exhibits a pattern of absences of no fewer than three (3) working days or who is absent the day before or after a vacation day.

If the medical report is required for an absence of less than three (3) days, the District must

reimburse the employee for the entire out-of-pocket cost of obtaining the report.

10.1.6 Employees will be allowed to use sick days in hourly increments up to a half day at the end of a day shift, or the beginning of second shift with 48 hours' notice and pre-approval by their immediate supervisor. Employees who become sick while working will be paid for hours worked and sick hours for the remainder of the day.

10.1.7 Sick days cannot be used before or after approved vacation days except in cases of illness for which proof of illness satisfactory to District U-46 must be submitted or in the case of a pre-approved leave of absence (including, but not limited to, FMLA).

10.2 Jury and Court Leave: Each employee shall be excused from their regularly assigned duties for jury duty or job-related witness appearance. They shall be paid the difference between the regular rate and the jury fee or return the difference if the fee is greater than the pay.

10.3 Unpaid Leave: Leave of absence may be granted for conditions of ill health, military service, or other reasons approved by the Board. Seniority shall be retained during an authorized leave of absence, but seniority shall not accrue. No employee will be granted leave of absence to seek employment elsewhere. Any employee who obtains employment elsewhere automatically forfeits his seniority rights, and his employment is terminated. An employee must have completed the probationary period prior to being eligible for an approved leave of absence. Unpaid time off outside the reasons listed in this section is not an

approved practice. Employees who are absent and unpaid without approval may be subject to progressive discipline.

10.4 Bereavement Leave: Each employee shall be given three (3) days bereavement leave with pay per year for death in the immediate family. The immediate family shall be defined as parent, child, brother, sister, grandparent, grandchild, parent-in-law, stepfamily of the foregoing relatives, spouse, uncle or aunt of the employee or employee's spouse, or any relative who resides within the employee's household.

Bereavement days shall not accumulate year to year.

10.5 Personal Leave: At the beginning of each fiscal year each employee shall be credited with three (3) days of leave to be used for the employee's personal use. A personal day may be used for any purpose at the discretion of the employee provided any personal day that is used adjacent to a holiday or vacation period be requested in writing with a statement of supporting reasons. In the event that the District does not approve such a written request, the District shall respond in writing to the employee stating the reason the request is denied. An employee planning to use a personal leave day or days shall notify their immediate supervisor at least forty-eight (48) hours in advance except in cases of emergency. The employee shall suffer no loss of pay for such leave and any unused leave days shall accumulate as sick days. The District has the right to limit the number of personal days to be taken by bargaining unit members on any given workday to three

(3), not including verifiable emergency requests, on a first come/first serve basis.

10.6 Reporting Sick Leave: All absences or illnesses shall be reported at least two (2) hours prior to the employees' scheduled shift, however, if circumstances beyond the employees' control do not allow for the required notification, one (1) hour before the start of the shift will be accepted. An absence must be reported to the appropriate person as designated by the immediate supervisor or if the employee is a building custodian, to Plant Operations or designee and the building administrator.

10.7 Inclement Weather: An employee unable to report for work as scheduled because of inclement weather shall not be charged with lost work time because of such failure to report, provided the employee has made every effort to report, reports as soon as possible after weather conditions have abated, and has notified the District in accordance with procedure. Nothing in this Section shall require any employee to report for work in cases where severe inclement weather or other acts of God prevent it, or where life or safety would be jeopardized. If, in the judgment of the supervisor, the employee could not report for duties the day will be charged to either personal business days or vacation days. Overtime will not be affected in the event that this section is invoked.

10.8 Approval of Time Off: All requests for time off will be confirmed with the respective supervisor as far in advance as possible.

10.9 Parental Leave of Absence: The Board shall grant a parental leave, without pay, to non-probationary employees for not more than six (6) months. The leave will commence upon the request of the employee and their physician. The employee will be allowed to return to work upon release by their physician. Notice of return must be made to the Director of Plant Operations or designee thirty (30) days prior to their return.

The employee will be given the opportunity to continue insurance coverage as set forth in this Agreement during the leave of absence but will be required to pay all premiums connected with this coverage. All premiums must be paid in advance of the month due.

If both parents are members of the bargaining unit, both are entitled to this leave but not at the same time.

10.10 Family and Medical Leave: Certain of the above leaves are covered by the Family and Medical Leave Act of 1993 (FMLA) and will be available to all full-time bargaining unit members who take a qualifying leave. Such leaves will provide the employee with up to twelve (12) weeks of continued insurance coverage in any twelve-month period. Procedures for intermittent or reduced leave, notice requirements, medical certification, effect on benefits, job protection, and forms to be submitted shall be according to District Policy.

FMLA leaves are available for the birth of a child; the care of such child; placement of a child with the employee for adoption or foster care; the care of a spouse, son or daughter, or parent of the employee if such relative has a

serious health condition; or because of a serious condition that makes the employee unable to perform the functions of their job.

10.11 Excessive Absences/Pattern of Leave Abuse: The Board retains the right to follow the progressive discipline process for employees who have excessive unapproved absences and for employees who have a pattern of leave abuse.

10.12 Modified Duty: The District may assign, for a period of up to ninety (90) work days, an employee absent for disability or Workers' compensation reasons to a modified position consistent with the medical restrictions which are imposed due to the nature of the employee's illness or injury and which meet the work needs of the District. The general format and content of modified duty plans will be developed by the District and discussed with the Union in labor management meetings from time-to-time. In consultation with the employee and the Union, if requested by the employee, the District will develop the modified duty plan before the employee begins the modified duty. The Plan will take into account available medical information, available bargaining and non-bargaining unit work and minimizing intrusion into the work of other bargaining units. After the initial period, if the employee is not released from modified duty to return to work without restrictions, the District will evaluate the employee's status and may extend the modified duty for up to an additional sixty (60) workdays after notice to the Union.

ARTICLE XI: INSURANCE

11.1 Health Insurance Plan: All members of the bargaining unit may choose to be included in the health insurance program underwritten by the Board.

Health Care Committee. Each eligible employee will be able to choose from the available plans offered by the Board. The Board and ESSO understand that plan design and the monitoring of the comprehensive health care benefits program will be the responsibility of the District Health Care Committee of which the Union is a charter member. As outlined in the Health Care Committee Charter, there shall be a standing committee known as the District Health Care Committee, comprised of five administrative members, five ETA members, five Region 63 support staff members, with authority and responsibilities as described in this Charter. The Committee is established to monitor, advise, evaluate, and make recommendations, including changes, concerning the Health Care Plan to the Board of Education. The District Health Care Committee will see that appeal procedures are in place with providers for matters of the plan and benefit interpretation and, therefore, such matters will not be subject to the grievance procedure contained in this Agreement.

Employee Contribution: The contribution for employees for single, employee + Spouse, employee + dependent children or employee + spouse + dependent children (family) coverage will be 15% of the rate established in

the applicable calendar year by an independent actuary selected by the Board after consultation with the District Health Care Committee. However, employees shall pay 100% of the cost of coverage for any dependent veteran child.

11.2 Life Insurance: All full-time employees will be covered with a life insurance policy in the amount of no less than \$30,000. The premium for this policy will be paid by the Board of Education.

11.3 Dental: The Board of Education shall pay the premium for and provide each full-time employee with single coverage dental insurance. The Board of Education shall provide payroll deductions for those employees who desire family coverage.

11.4 Retirement: Members of the bargaining unit who are eligible under IMRF requirements to receive retirement benefits will be able during their retirement to participate in the District's medical insurance program but will be required to pay all premiums connected with this coverage. All premiums must be paid in advance of the month due. This benefit will only be available to employees whose employment began before June 30, 2016.

11.5 Flexible Spending Account: In accordance with federal law and regulations, the District shall make available to each employee a dependent care flexible account and a health care flexible spending account. These accounts shall be funded solely through salary-reduction contributions made by the employee to cover eligible expenses which the employee may incur. However, an employee who elects a medical program option which

also provides a Health Savings Account may not elect to have a health care flexible spending account. The maximum contribution to the health care spending account shall be in accordance with federal law and regulations. However, an eligible employee's contribution to their health care spending account shall be reduced to an amount or to zero if said contribution will cause a tax to be imposed pursuant to section 49801 of the Internal Revenue Code of 1986, as amended, or if federal law reduces the amount allowed to be contributed. The current and future maximum contribution to the dependent care flexible spending account shall be in accordance with federal law and regulations.

ARTICLE XII: WORKING CONDITIONS

12.1 Health and Safety

12.1.1 It is agreed that there shall be maintained such health, safety, and sanitary methods as are necessary to protect and preserve the welfare of the students and employees.

12.1.2 All unsafe conditions shall be reported to the Building Principal and to Plant Operations. No employee shall be required to work under such conditions except if properly trained to deal with the situation. All injuries arising out of an accident while performing school duties must be reported immediately to the immediate supervisor.

12.1.3 Employees will be required to wear uniforms as determined by the District. ESSO employees will receive an initial distribution of uniforms. An employee may turn in the damaged or unsatisfactory in appearance item for replacement by the department. All ESSO employees, regardless of department, are required to wear the District approved and/or provided items. School spirit wear can be worn on days that have been pre- approved by Plant Operations in coordination with the building administration.

12.1.4 A joint Health and Safety committee of administration and employees will be appointed to help eliminate accidents and to improve conditions in the workplace wherever possible or practical.

12.2 Job Descriptions: A job description will be developed for each position in the bargaining unit. The development of job descriptions will include input from Union leadership. After job descriptions have been established, the Association will be allowed access to the final job description electronically. If job descriptions are changed during the term of the Agreement, and the employee requests a reclassification, such changes shall be utilized as a basis for consideration of reclassification. Job descriptions will be reviewed at least once per year in the fall in Labor-Management meetings.

Employees will receive a copy of their job description upon being hired, and annually thereafter, from the

Administrator responsible for completing the Employee's annual evaluation.

If a job description is significantly changed, prior notification will be made to those affected and a copy provided to them, and the Association as soon as is reasonably possible.

12.3 Travel Reimbursement: An employee who uses their own personal automobile when on school business as approved by the immediate supervisor shall be reimbursed by the Board of Education at a rate equivalent to the IRS mileage allowance.

12.4 In-Service

12.4.1 A Complete in-service training program will be arranged through the cooperation of the Board of Education and the Association. All employees will be expected to attend training session.

12.4.2 In-service training offered by the District will be made convenient for the employee.

12.5 Retirement

12.5.1 The Board of Education, as required by State Law, participates in the Illinois Municipal Retirement Fund for all employees who work 600 hours or more per year. The employee's contribution includes a disability insurance benefit in addition to the retirement pension plan. Detailed information may be received from the U-46 Human Resources office.

12.5.2 Employees who do not work 600 hours per year do not participate in IMRF.

12.5.3 Employee contributions to IMRF and to FICA (Social Security) shall be listed separately on the employee's paycheck/statement.

12.5.4 The Board will pick up and pay on behalf of each bargaining unit member the employee's 4.5% contribution toward IMRF. This benefit will be available for members that began employment prior to the ratification of the Agreement in 2016. If the above provision is ever disallowed by the IMRF or is ever determined to be illegal, the Board will adjust the wages in the Salary Schedule(s) by adding back to the hourly rates an amount equal to the Board's pick-up contribution as described above.

12.5.5 The District and Association will at least annually review the possibility of offering the IMRF Early Retirement Incentive to IMRF employees of the District. If such plan is deemed feasible, it will be submitted to the Board of Education for its consideration.

12.6 Commercial Driver's License Fee: For each continuing bargaining unit employee required to hold a Commercial Driver's License, the District will reimburse the cost of the CDL by paying to the employee one -fourth of the fee at the end of each year.

12.7 Retirement Incentive: The following retirement program shall be in effect during the term of this agreement:

- 1) A bargaining unit member will be eligible for this program if they are at least fifty-five (55) years of age and has at least fifteen (15) years of service in the District and is eligible to retire under the provisions of the Illinois Municipal Retirement Fund (IMRF).
- 2) To be eligible for participation, the employee must apply at least six (6) months prior to retirement.
- 3) A one-time bonus will be paid over the last four months of employment. The bonus will be in an amount that is sufficient to increase the employee's IMRF reported earnings in the final twelve (12) months of employment by exactly six percent (6.0%) over the employee's IMRF reported earnings in the immediately preceding twelve (12) months, so long as such amount does not cause the Board to be subject to accelerated payments to IMRF under Section 7-172(k) of the Illinois Pension Code or other applicable law. The District will extend health insurance and pay 50% of the current single rate up to a maximum of four thousand dollars (\$4,000) for retirees until Medicare eligibility or has received this benefit for 60 months, whichever comes first. The remainder of the individual cost and family cost would be the responsibility of the retiree. Any subsequent increase in the individual cost and/or

cost of family coverage would be paid by the retiree.

- 4) The employee may revoke their election to retire in case of death of a spouse or total disability of the spouse, or for a major life change as deemed acceptable by Human Resources. An employee who revokes their election to retire must repay all monies paid as an incentive.
- 5) At the time of notification of retirement, the employee may elect to transfer any unused vacation days to their allotment of sick days.

12.8 Elementary Custodial Services

12.8.1 Purpose: The parties agree to a change in the delivery of custodial services to the elementary schools. This change is to be implemented over time with a combination of attrition, certification by testing, application for vacancies, and the creation of maintenance technician positions. It is the intent of the parties to monitor and adapt this process over a five-year period meeting at least twice per year to evaluate results and to determine possible adaptations. The specific provisions of the plan are listed in 12.8.2 and 12.8.3.

12.8.2 Elementary Building Maintenance: Those buildings having a district certified custodian will have all routine maintenance performed by that certified custodian with assistance from the Maintenance Department when necessary for more specialized maintenance needs. A

description of “routine maintenance” will be provided to all elementary head custodians, affected supervisors, and building principals.

Those buildings not having a district certified custodian will be assigned an Elementary Maintenance Technician to perform maintenance tasks for the building. The Maintenance Technician will receive assistance from the Maintenance Department and/or Plant Operations when necessary and appropriate. Specific job descriptions will be provided for Elementary Maintenance Technicians and for Building Custodians and distributed to all affected employees, supervisors, and building principals.

12.8.3 Elementary Building Vacancies: When a vacancy occurs in an elementary building, both certified and non-certified bargaining unit members may apply. If a certified custodian is selected for the position, they will be paid at the appropriate category rate for that building, and the building will not be assigned to a Elementary Maintenance Technician. If the non-certified applicant is selected, they will be paid at the Custodian Category C rate, and the building will be assigned to an Elementary Maintenance Technician.

The District will provide one Elementary Maintenance Technician for a maximum of seven (7) elementary or auxiliary buildings with no more than five (5) elementary buildings that

qualify for such a Maintenance Technician. In the event of an extended vacancy or absence of a Elementary Maintenance Technician, another Elementary Maintenance Technician may be assigned one (1) additional building for no longer than ninety (90) calendar days. After ninety (90) calendar days, an employee cannot be temporarily assigned again for sixty (60) calendar days.

12.9 Grounds Work

12.9.1 The District will have the right to subcontract the lawn care of all District sites as long as there has been prior discussion with ESSO and as long as the subcontracting does not cause a reduction in staff in the Grounds Department. It is also understood that the District and ESSO will monitor this issue through the Labor-Management process.

12.9.2 The District and ESSO agree to continue the effort to emphasize public works-types of duties for the Grounds Department. This will involve a mutually discussed and ongoing training program as well as providing the Grounds personnel with the appropriate personal work gear and equipment for such duties. When developing skills for any new or expanded public works-type duties, the parties also agree to take into consideration such aspects as willingness, current classification, current job description, seniority, and time remaining in the Department. To enhance efficiency with seasonal duties, the parties will

continue to explore the use of alternate types of employees, including, but not limited to, retirees, ten-month employees, and summer help.

12.9.3 The building custodians will be kept apprised of the extent of subcontracted lawn care at each building including site maps describing the affected areas.

12.10 Subcontracting – Cleaning: There will be no expansion of subcontracting beyond the night cleaning of all buildings and the limited day cleaning at the secondary buildings.

ARTICLE XIII: LABOR MANAGEMENT MEETINGS

A labor management committee shall meet at least bimonthly for the purpose of discussing items of concern between the Association and the District.

ARTICLE XIV: EVALUATION

14.1 All new employees on the salary scale must receive a satisfactory performance evaluation before advancing to the next level.

14.2 Any formal evaluation of an employee's performance must be with the employee's knowledge and participation. In the event the employee disagrees with the comments on the evaluation, they may attach a written response to the evaluation that will be placed in the employee's file in the Personnel Office.

- 14.3 Any informal or formal evaluation shall be removed if it is found to be untrue.
- 14.4 Employees shall be evaluated at least once per year.
- 14.5 Plant Operations Administrator shall be the primary evaluator with input from the Building Administrator and/or Department Supervisor.

ARTICLE XV: DISCIPLINARY ACTION

- 15.1 **Standard to be Applied:** The Board of Education will not discipline or discharge any non-probationary employee without just cause. Any grievance protesting the reasonableness of the disciplinary action may be presented at Step II of the grievance procedure.
- 15.2 **Notification:** The Association will be notified in writing that an employee has been disciplined or discharged. Such notification will occur within forty-eight (48) hours.
- 15.3 **Representation:** An employee may have an Association representative present at any meeting in which the employee feels that the employer intends to take disciplinary action against the employee. The employee and Association representative will be informed of the purpose of the meeting upon request.

The employee will be allowed until the start of the next workday to obtain an Association representative, unless the employee's supervisor determines the need for a meeting to be urgent in which case a reasonable time will be allowed.

ARTICLE XVI: NO STRIKE

Recognizing that adequate means are made available by this Agreement for the resolution of grievances and/or complaints, and that other procedures are provided by statute and judicial law for such resolution, neither the Association nor the employees covered by this Agreement will instigate, promote, sponsor, engage in any strikes, concerted stoppage of work, or any other intentional interruptions of duties for the duration of this Agreement. It is understood and agreed that any employee violating this provision of the Agreement shall be subject to disciplinary action by the Board up to and including dismissal. The Board will not lock out employees during the term of this agreement.

ARTICLE XVII: WAGES

School Year 2024-2025: All employees will receive a 5% increase to their annual base wages, as well as a one-time non-compounding lump sum payment equal to 3% of all hours worked. The lump sum will be calculated using the straight-time rate of pay in effect prior to the 5% annual wage increase.

All new hires who are hired after contract ratification will be placed on the new pay structure and remain in the same cell for the 2025-2026 school year.

School Year 2025-2026: All employees will move to the new pay category pay structure as outlined in Appendices A and B, based on the following criteria:

1. Employees will receive a 3.4% increase to their 2024-2025 hourly rate.
2. The District will determine if the result of #1 is greater than or less than step 6 in the appropriate category.
3. If the result of #2 is less than step 6, place the employee on the step that is closest to the result of #1, but not less than #1.
4. If the result of #2 is greater than step 6, the employee will be off schedule. Use the rate calculated in #1 (CPI Increase).

School Year 2026-2027: Employee will receive an annual increase based on the Consumer Price Index (“CPI”) for the most recent tax levy, which is 2.9%

On-schedule employees move one step. Off-schedule employees increase by CPI as determined in #1. If this results in a rate less than step 6, move to step 6.

All employees hired prior to January 1 of the contract year will receive a step increase on July 1. Employees hired after January 1, will not receive a step increase until the following July 1. All wage increases and non-compounding payments will be distributed to all eligible employees after ratification and when administratively possible.

School Year 2027-2028

1. The CPI-U will be used for the most recent tax levy, with a floor of 2.75% and a ceiling of no greater than 5%.
2. Calculate one-third of the CPI value from above.
3. Increase step 1 of certain categories by the value from #2 for categories that change starting rates; no change to other categories (see wage tables in Appendix B).

On-schedule employees move one step. Off-schedule employees increase by CPI as determined in #1. If this results in a rate less than step 6, move to step 6.

If the rate increase for an on-schedule employee is less than CPI after the three-step calculation, then increase the step values to ensure the raise is equal to CPI.

All employees hired prior to January 1 of the contract year will receive a step increase on July 1. Employees hired after January 1, will not receive a step increase until the following July 1. All wage increases and non-compounding payments will be distributed to all eligible employees after ratification and when administratively possible.

ARTICLE XVIII: EFFECT OF AGREEMENT

- 18.1 Complete Agreement:** The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties.
- 18.2 Savings Clause:** Should any Article, Section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, Section, clause, as the case may be, shall automatically be deleted from this Agreement to the extent that it violates the law but the remaining Articles, Sections, and clauses shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted Article, Section, or clause.
- 18.3 Duration:** This Agreement shall continue in full force and effect through June 30, 2028 and shall be automatically extended for successive one-year periods, unless either party notifies the other in writing no less than sixty (60) days prior to the expiration date of any annual renewal, of its desire to modify, amend, or terminate this Agreement.

Ratified by ESSO on April 4, 2025

Approved by the Board of Education on May 5, 2025

School District U-46 Elgin, Illinois

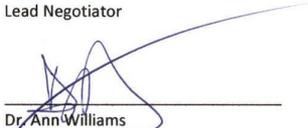
Educational Support Service Organization, IEA-NEA



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President

Timothy Sheahan
President

Mark Moore
Lead Negotiator

Robert Schweig
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APPENDIX A
POSITION CATEGORIES

CUSTODIAN

- A Custodian – Floater/Trainee
- B Custodian – Laborer
Custodian – Floater
- C Elementary Head
Middle School Night
- D High School Night
Secondary Floater
- E Middle School Head
High School Campus Assistant
- F High School Campus Lead

DISTRIBUTION CENTER

- A Material Handler
- B Driver 1
- C Driver 2
- Asset Specialist
- Moving Specialist
- D Foreman

GROUNDS

- A Entry Level Groundskeeper
Trainee
- B Groundskeeper 1
- C Groundskeeper 2
- D Grounds Specialist
- Horticulturist
- Arborist
- Sports Fields
- Public Works/Playgrounds
Shop Mechanic
- E Lead Groundskeeper/Assistant
Foreman
- F Grounds Foreman
Shop Foreman

MAINTENANCE

- A Maintenance Laborer
- B General Maintenance
Technician
Apprentice Plumber (Years 1
and 2)
- C Elementary Maintenance
Technician
- D Maintenance Specialist 1
- Specialists/Trades
- Painter
- HVAC Technician
- Apprentice Plumber (Years 3
and 4)
- E Maintenance Specialist 2
- HVAC Lead
- HVAC Controls
- Lead Painter
Night Lead
Maintenance/Assistant
Foreman
- F Foreman
- G Licensed Plumber

APPENDIX B
WAGE SCHEDULE

Custodian

A	1
2025-2026	\$16.50
2026-2027	\$16.66
2027-2028 (CPI)	

B	1	2	3	4	5	6
2025-2026	\$18.50	\$19.06	\$19.63	\$20.22	\$20.82	\$21.45
2026-2027	\$18.68	\$19.24	\$19.82	\$20.41	\$21.02	\$21.65
2027-2028 (CPI)						

C	1	2	3	4	5	6
2025-2026	\$19.50	\$20.09	\$20.69	\$21.31	\$21.95	\$22.61
2026-2027	\$19.69	\$20.28	\$20.89	\$21.51	\$22.16	\$22.82
2027-2028 (CPI)						

D	1	2	3	4	5	6
2025-2026	\$24.78	\$25.77	\$26.80	\$27.87	\$28.99	\$30.15
2026-2027	\$24.78	\$25.77	\$26.80	\$27.87	\$28.99	\$30.15
2027-2028	\$24.78	\$25.77	\$26.80	\$27.87	\$28.99	\$30.15

E	1	2	3	4	5	6
2025-2026	\$26.00	\$27.04	\$28.12	\$29.25	\$30.42	\$31.63
2026-2027	\$26.00	\$27.04	\$28.12	\$29.25	\$30.42	\$31.63
2027-2028	\$26.00	\$27.04	\$28.12	\$29.25	\$30.42	\$31.63

F	1	2	3	4	5	6
2025-2026	\$28.49	\$29.63	\$30.81	\$32.05	\$33.33	\$34.66
2026-2027	\$28.49	\$29.63	\$30.81	\$32.05	\$33.33	\$34.66
2027-2028	\$28.49	\$29.63	\$30.81	\$32.05	\$33.33	\$34.66

APPENDIX B
WAGE SCHEDULE

Distribution Center

A	1	2	3	4	5	6
2025-2026	\$18.50	\$19.06	\$19.63	\$20.22	\$20.82	\$21.45
2026-2027	\$18.68	\$19.24	\$19.82	\$20.41	\$21.02	\$21.65
2027-2028 (CPI)						

B	1	2	3	4	5	6
2025-2026	\$24.78	\$25.77	\$26.80	\$27.87	\$28.99	\$30.15
2026-2027	\$24.78	\$25.77	\$26.80	\$27.87	\$28.99	\$30.15
2027-2028 (CPI)	\$24.78	\$25.77	\$26.80	\$27.87	\$28.99	\$30.15

C	1	2	3	4	5	6
2025-2026	\$25.11	\$26.11	\$27.16	\$28.25	\$29.38	\$30.55
2026-2027	\$25.11	\$26.11	\$27.16	\$28.25	\$29.38	\$30.55
2027-2028 (CPI)	\$25.11	\$26.11	\$27.16	\$28.25	\$29.38	\$30.55

D	1	2	3	4	5	6
2025-2026	\$29.95	\$31.15	\$32.39	\$33.69	\$35.04	\$36.44
2026-2027	\$29.95	\$31.15	\$32.39	\$33.69	\$35.04	\$36.44
2027-2028 (CPI)	\$29.95	\$31.15	\$32.39	\$33.69	\$35.04	\$36.44

APPENDIX B
WAGE SCHEDULE

Grounds

A	1
2025-2026	\$16.50
2026-2027	\$16.66
2027-2028 (CPI)	

B	1	2	3	4	5	6
2025-2026	\$18.50	\$19.06	\$19.63	\$20.22	\$20.82	\$21.45
2026-2027	\$18.68	\$19.24	\$19.82	\$20.41	\$21.02	\$21.65
2027-2028 (CPI)						

C	1	2	3	4	5	6
2025-2026	\$24.44	\$25.42	\$26.43	\$27.49	\$28.59	\$29.73
2026-2027	\$24.44	\$25.42	\$26.43	\$27.49	\$28.59	\$29.73
2027-2028 (CPI)	\$24.44	\$25.42	\$26.43	\$27.49	\$28.59	\$29.73

D	1	2	3	4	5	6
2025-2026	\$25.11	\$26.11	\$27.16	\$28.25	\$29.38	\$30.55
2026-2027	\$25.11	\$26.11	\$27.16	\$28.25	\$29.38	\$30.55
2027-2028	\$25.11	\$26.11	\$27.16	\$28.25	\$29.38	\$30.55

E	1	2	3	4	5	6
2025-2026	\$25.87	\$26.90	\$27.98	\$29.10	\$30.26	\$31.47
2026-2027	\$25.87	\$26.90	\$27.98	\$29.10	\$30.26	\$31.47
2027-2028	\$25.87	\$26.90	\$27.98	\$29.10	\$30.26	\$31.47

F	1	2	3	4	5	6
2025-2026	\$29.95	\$31.15	\$32.39	\$33.69	\$35.04	\$36.44
2026-2027	\$29.95	\$31.15	\$32.39	\$33.69	\$35.04	\$36.44
2027-2028	\$29.95	\$31.15	\$32.39	\$33.69	\$35.04	\$36.44

APPENDIX B
WAGE SCHEDULE

Maintenance

A	1	2	3	4	5	6
2025-2026	\$18.50	\$19.06	\$19.63	\$20.22	\$20.82	\$21.45
2026-2027	\$18.68	\$19.24	\$19.82	\$20.41	\$21.02	\$21.65
2027-2028 (CPI)						

B	1	2	3	4	5	6
2025-2026	\$25.11	\$26.11	\$27.16	\$28.25	\$29.38	\$30.55
2026-2027	\$25.11	\$26.11	\$27.16	\$28.25	\$29.38	\$30.55
2027-2028 (CPI)	\$25.11	\$26.11	\$27.16	\$28.25	\$29.38	\$30.55

C	1	2	3	4	5	6
2025-2026	\$25.32	\$26.33	\$27.39	\$28.48	\$29.62	\$30.81
2026-2027	\$25.32	\$26.33	\$27.39	\$28.48	\$29.62	\$30.81
2027-2028 (CPI)	\$25.32	\$26.33	\$27.39	\$28.48	\$29.62	\$30.81

D	1	2	3	4	5	6
2025-2026	\$28.46	\$29.60	\$30.78	\$32.01	\$33.29	\$34.63
2026-2027	\$28.46	\$29.60	\$30.78	\$32.01	\$33.29	\$34.63
2027-2028	\$28.46	\$29.60	\$30.78	\$32.01	\$33.29	\$34.63

E	1	2	3	4	5	6
2025-2026	\$28.49	\$29.63	\$30.81	\$32.05	\$33.33	\$34.66
2026-2027	\$28.49	\$29.63	\$30.81	\$32.05	\$33.33	\$34.66
2027-2028	\$28.49	\$29.63	\$30.81	\$32.05	\$33.33	\$34.66

F	1	2	3	4	5	6
2025-2026	\$29.95	\$31.15	\$32.39	\$33.69	\$35.04	\$36.44
2026-2027	\$29.95	\$31.15	\$32.39	\$33.69	\$35.04	\$36.44
2027-2028	\$29.95	\$31.15	\$32.39	\$33.69	\$35.04	\$36.44

G	1	2	3	4	5	6
2025-2026	\$40.00	\$49.92	\$51.92	\$53.99	\$56.15	\$58.40
2026-2027	\$40.00	\$49.92	\$51.92	\$53.99	\$56.15	\$58.40
2027-2028	\$40.00	\$49.92	\$51.92	\$53.99	\$56.15	\$58.40

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