

**AGREEMENT**

**BETWEEN**

**ENGINEERS, MAINTENANCE,  
CUSTODIANS, TRUCK DRIVERS  
AND GROUNDS PERSONNEL  
AFSCME - LOCAL 949**

**AND**

**BOARD OF SCHOOL INSPECTORS  
SCHOOL DISTRICT # 86**

**2012-2014**

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AGREEMENT  
BETWEEN THE  
JOLIET BOARD OF SCHOOL INSPECTORS OF  
SCHOOL DISTRICT # 86  
AND  
ENGINEERS, MAINTENANCE, CUSTODIANS, TRUCK  
DRIVERS AND GROUNDS PERSONNEL OF JOLIET PUBLIC  
SCHOOL DISTRICT #86 AFFILIATED WITH THE  
AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES.  
AFL-CIO LOCAL #949

This Agreement dated this 6th day of February, 2013 between the Board of School Inspectors, District #86, and employees working under the operations, conditions, and requirements of the Board of School Inspectors, District #86, hereinafter referred to as the BOARD, and Engineers, Maintenance, Custodians, Truck Drivers and Grounds Personnel of Joliet Public Schools, District #86, affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO, COUNCIL 31, hereinafter referred to as the UNION.

**ARTICLE I – Recognition**

**Section 1.1 Recognition**

The Board hereby agrees to recognize its Engineers, Maintenance, Custodians, Truck Drivers, and Ground Personnel, hereinafter referred to as employees, have affiliated with Council 31 of the American Federation of State, County and Municipal Employees, AFL-CIO, and that duly elected agents of the UNION shall represent all such employees with the exception of probationary employees and employees who are in positions of supervision from foreman on up.

The Board agrees that it will not interfere, with the exceptions noted under Article I, with the rights of the employees to become members of the Union, and agrees that there shall be no discrimination, interference, restraint, or coercion by the Board, Administrators, or Supervisors, against any employee because of his/her membership in the Union, or because of presenting a grievance, or against any employee who may represent others in the reasonable discharge of his/her duties, or a member of any committee of the Union. The Union agrees for itself and its members, individually and collectively, to perform loyal and efficient work and service to the schools at all times.

## **ARTICLE II – Intent and Purpose**

### **Section 2.1 Intent**

It is the intent and purpose of the parties hereto that this Agreement will serve to promote and improve the relationship between the employees and the School Administrators and to set forth herein the basic policy governing certain compensation, hours of work, and other conditions of employment that will be observed between the parties hereto. It is recognized by both parties that the proper and efficient operation of the schools is necessary to the welfare of the community and that proper function and increased efficiency can be established only through the complete cooperation of the Administration and the employees. It is the belief of both parties that this attitude can best be encouraged when it is made clear that both the Administration and the Union Officials, whose duties involved the formation of this declaration of policy, are the guardians of a public trust and are sincerely concerned with the best interests and well being of the employees as well as the public which is served by the parties thereto.

## **Section 2.2 Management Rights**

Except as specifically limited by the express written provisions of this Agreement, the District retains traditional rights to manage and direct the affairs of the District in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine all the operations and services of the District; to direct the working forces; to establish the qualifications for employment and to hire employees; to schedule and assign work; to establish work; to assign overtime; to determine the methods, means, organization, and number of personnel by which such operations and services shall be made; to make and enforce reasonable rules and regulations; to discipline, suspend and discharge employees for just cause; and to change or eliminate existing methods, equipment or facilities.

## **Section 2.3 Lockouts**

No lockout of employees shall be instituted by the Employer during the term of this Agreement as a result of a labor dispute with the Union.

## **Section 2.4 No Strike**

During the term of this Agreement, there shall be no strikes, work stoppages or slow downs. No officer, member or representative of the Union shall authorize, institute, instigate, aid or condone any such activities.

## **ARTICLE III – Representation**

### **Section 3.1 Full Time/Part Time**

The Board and the Union agree that the Union shall represent all full-time employees and those employees who work fifty percent (50%) or more of a normal full-time work load defined in this Agreement, in the bargaining unit, with the exception of newly hired employees during their period of probation, and employees who are in positions from foreman on up, regardless of whether all of said employees are Union members.

### **Section 3.2 Elected Officers and Union Agents**

The elected officers of Local #949 and/or the agents of A.F.S.C.M.E. Council 31 shall represent the Union in all matters that may arise between the parties.

### **Section 3.3 Meetings**

The local officers may be accompanied by agents of the A.F.S.C.M.E. Council 31 or Legal Representatives in their meetings with the Administration or School Board.

### **Section 3.4 Meeting Time**

The local officers shall be assured such time-off with pay as may be required to attend mutually scheduled meetings with the Administrators on all matters concerning wages, hours and working conditions of this Agreement, provided they do not interfere with the operation of the schools. If necessary, a local officer(s) shall be provided a relief person.



## **ARTICLE IV - Discrimination**

In accordance with applicable law, the provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination in the matter of training, upgrading, promotion, transfer, lay-off, discipline, discharge, or otherwise because of age, race, color, creed, sex, national origin, political affiliation, or marital status. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

## **ARTICLE V – Grievance Procedure**

### **Section 5.1 Grievance Definition**

For the purpose of the parties of the Agreement, a grievance shall be considered a dispute between the parties concerning wages, hours and conditions of employment. Should a situation arise that could cause a dispute between the parties, before formal action is taken the parties agree to meet and discuss orally the issues that could give rise to a dispute in a sincere effort to resolve the issue before formalized action is taken.

### **Section 5.2 Grievance Stages**

**FIRST STAGE:** Grievances shall first be submitted to the Grievance Committee in writing, signed by the employee and then presented to the Immediate Supervisor (Building Principal for all Engineers and Custodian and Manager of Building Support Services for all Maintenance, Truck Drivers and Grounds Personnel). The filing of the grievance at the first stage must be within ten (10) working days of the aggrieved becoming aware of the grievance. The grievance must clearly set forth the facts, must cite the contract provisions violated, and must contain a clear statement of the appropriate relief sought. Within five (5) working

days after initial filing of the grievance, the aggrieved, the Union Grievance Committee, and the Immediate Supervisor shall meet to resolve the grievance. The Immediate Supervisor shall file an answer within five (5) working days of the first stage grievance meeting and communicate it in writing to the aggrieved, the Assistant Superintendent of Business, the Superintendent and Union Grievance Committee Chairperson.

SECOND STAGE: In the event a grievance has not been satisfactorily resolved at the first stage, the aggrieved and his/her Union designee, shall file within five (5) working days of the Immediate Supervisor and Grounds written decision or answer at the first stage, three (3) copies of the grievance. One (1) copy shall be filed with the President of the Union, one (1) copy shall be filed with the Superintendent of District #86, and one (1) copy filed with the Assistant Superintendent of Business. Within five (5) working days after such written grievance is filed, the aggrieved, the Union Grievance Committee and the Assistant Superintendent of Business shall meet to resolve the grievance. The Assistant Superintendent of Business shall file an answer within five (5) working days of the second stage grievance meeting and communicate it in writing to the aggrieved, the Superintendent, and Union Grievance Committee Chairperson.

THIRD STAGE: In the event a grievance has not been satisfactorily resolved at the second stage, the aggrieved and his/her Union designee, shall file within five (5) working days of the Assistant Superintendent of Business's written decision or answer at the second stage, two (2) copies of the grievance. One (1) copy shall be filed with the President of the Union and one (1) copy shall be filed with the Superintendent of District #86 hereinafter referred to as the Superintendent.

Within five (5) working days after such written grievance is filed, the aggrieved, the Union Grievance Committee, the

Superintendent or his/her designee, and such other Administrators as may be appointed by the Superintendent, shall meet to resolve the grievance. The Superintendent shall file an answer within ten (10) working days of the third stage grievance meeting and communicate it in writing to the aggrieved and Union Grievance Committee Chairperson.

**FOURTH STAGE:** If the grievance cannot be settled at the third stage, and the grievance involved the interpretation or application of the specific provision of this Agreement, there shall be a fourth stage of impartial arbitration. The Union shall submit in writing, within ten (10) working days of the Superintendent's answer a request to enter into such arbitration.

The parties shall jointly request the American Arbitration Association to submit to them a list of five (5) arbitrators names and qualifications. Either party may reject one list in its entirety and request that another list be submitted. From such list, the party requesting arbitration shall strike two names and the other party shall then strike two names. The person whose name remains shall be the arbitrator. The arbitrator selected shall be jointly notified of his/her selection and requested to contact the parties with respect to setting up a time for a hearing.

### **Section 5.3      Miscellaneous**

All expenses incurred shall be shared equally by Board and Union. It is understood that such expenses will be limited to the arbitrator's fee. Any legal expenses incurred should be paid for by the party engaging the legal counsel.

Insofar as such arbitration is limited solely and singly to interpretation and implementation of the terms of this contract, both parties agree to abide by the results of the findings of the arbitrator.

Nothing herein shall, however, be construed to abrogate or deny any of the legal responsibilities of the Board of School Inspectors as required by City, State or Federal laws or regulations.

The arbitrator shall not have the power to add to, subtract from, alter, or modify in any way any of the terms or conditions of this Agreement.

All members of the Grievance Committee shall be allowed freedom of expression, without interruption, coercion, or intimidation. All grievances must be filed within ten (10) working days of occurrence.

## **ARTICLE VI - Meetings**

An Employee/Employer Involvement Committee which shall seek to improve the quality of service provided to the school district and/or the quality of work life for employees shall be established by mutual agreement of the parties. Each party shall determine its own representatives to serve on such committee.

Mutually scheduled meetings will be held when necessary on a date agreeable to both parties. Union designated bargaining unit employees shall participate in such committee meetings without loss of pay.

## **ARTICLE VII - Union Dues**

### **Section 7.1 Dues Withholding**

The parties agree that the Administration will withhold, where the employee requests such withholding in writing:

1. The Union dues of employees covered by the Agreement pursuant to law
2. P.E.O.P.L.E. contributions

All requests for withholdings shall be in writing and processed through the President of the Union. The amounts to be deducted shall be certified to the Employer by the officers of the Local Union and the aggregate deduction of all employees shall be remitted together with an itemized statement to the Union Treasurer or the party so designated by the Union.

### **Section 7.2 Survivor Exemption**

In the event of the death of an employee, no withholding of dues shall be made from the compensation due the survivors.

### **Section 7.3 No Deductions for Certain Purposes**

Deductions shall not be made by the Administration for initiation fees, assessments, or other obligations between the employee and Local #949.

### **Section 7.4 Indemnification**

The Union agrees to indemnify and hold the Board harmless against any and all claims, suits, orders, or judgments brought or issued against the Board on account of the application of this Article.

### **Section 7.5 Fair Share**

1. All employees covered by this Agreement who are not members of the Union commencing on the effective date of this Agreement, or sixty (60) days after their initial employment, and continuing during the term of this Agreement, and so long as they remain non-members of the Union shall pay to the Union each month their fair share of the costs of the services rendered by the Union

that are chargeable to non-members under state and federal law.

2. Such fair share payment by non-members shall be deducted by the Board from the earnings of the non-member employees and remitted to the Union provided, however, that the Union shall submit to the Board an affidavit which specifies the amount constituting said fair share not exceeding the dues uniformly required of members of the Union and which describes the rationale and method by which the fair share was determined, including a list of the expenditures which were excluded in determining the fair share.

3. Upon receipt of said affidavit the Board shall provide information to the Union to assist the Union in ascertaining the names of all employee non-members of the Union from whose earnings the fair share payments shall be deducted and their work locations.

4. The procedures employed for the implementation of fair share and the rules for the implementation of fair share shall be those established by the Educational Labor Relations Act, Ill. Rev. Stat. Ch. 48, Sec. 1711 and by the Illinois Educational Labor Relations Board.

5. If an ultimate decision in any proceeding hereunder directs that the amount of the fair share fee should be lower than the amount fixed by the Union, the Union shall promptly adopt and comply with said decision, notify the Board to reduce deductions from the earnings of non-members to said prescribed amount, and otherwise comply with said decision.

6. The Board shall use its best efforts to comply with the provisions of this Article, and shall not be liable for inadvertent errors or omissions and the like in Sections 2, 3, and 4 above. Reasonable effort shall be made to correct inadvertent errors.

7. The Union shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, costs, losses and expenses or other forms of liability including, but not limited to, the cost of the defense thereof and attorneys' fees therewith in any manner resulting from or arising out of or connected with this Agreement or this Article or the consequences therefore or that shall arise out of or by reason of action taken by the Board for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

8. An employee shall not pursue a grievance involving fair share under the grievance procedure of this Agreement. The Union agrees to provide notice and appeal procedures to employees in accordance with applicable law. The Union will furnish the Employer copies of its "Notice to Non-Members Fair Share Fee Payers" which the Employer will provide to new employees upon their employment.

## **ARTICLE VIII – In-Service Training**

### **Section 8.1    General**

The Administration shall make every possible effort to provide opportunities for In-Service Training with the objective of

furthering the qualifications of employees. The Union, in turn, agrees that it shall be the responsibility of the employees to take advantage of the training.

**Section 8.2 Training Period**

An employee who is promoted or bids successfully on another job shall be given not more than five (5) months on the job training and qualifying period while school is in session and shall be instructed in the phases of the new job as determined by the Administration.

**Section 8.3 Special In-District Workshops**

The Union and Administration jointly agree to work together to formulate a program of special in-district workshops for school employees designed to improve their performance. The Employer shall provide in-service training more than once a year for members of the bargaining unit.

**Section 8.4 Tuition Reimbursement**

The employer will pay 100% of the cost for seminar, workshop registrations, and tuition for District required coursework. All such seminars, workshops, and coursework must be pre-approved by the Assistant Superintendent for Human Resources, or her/his designee. Seminar, workshop, and coursework registration paid for by the employee will be reimbursed upon the successful completion of the seminar, workshop, or coursework, and the District's tuition reimbursement form. Evidence of successful completion includes a certificate of completion, or official transcripts indicating an earned letter grade of "B" or better.



## **ARTICLE IX – Leaves**

### **Section 9.1 Jury Duty**

A full-time employee who has been called for jury duty and upon notice to the Superintendent or his/her designee, will be paid his/her regular salary of wages less the amount of pay received for jury duty service for each day of jury duty service of which he/she otherwise would have worked.

In the event an employee reports for jury duty and is not seated as a juror, or is dismissed as a juror for a particular day, the employee shall return to his/her assigned position, or the absence will be without pay.

Employees required to appear before a court or other public body on any matter not related to their work in which they are not personally involved (as a Plaintiff or Defendant), who request a leave of absence shall be granted a leave of absence with pay (as set forth in the above paragraph) for the period necessary to fulfill their responsibilities. Such absence will be deducted from Personal Leave. If Personal Leave has been exhausted, the absence will be without pay.

### **Section 9.2 Leave of Absence for Union Activities**

The Administration may, at the request of the Union, grant a Leave of Absence to an employee who is selected as a delegate for a specific activity for/on behalf of the AFL-CIO and its affiliates for a period not to exceed one (1) year. Such Leaves of Absence may be extended at the option of the School District.

Seniority shall accumulate during such a Leave of Absence. The employee shall not be compensated by the School District during this Leave of Absence.

### **Section 9.3 Personal Leave**

All full-time permanent Buildings and Grounds personnel shall be granted a maximum of three (3) days for personal business during each school year without loss of pay. Personal leave is cumulative to four (4) days. All unused personal days, beyond that day which is cumulative, will be added to the accumulated sick leave at the end of each school year.

Personal business is defined as business of a personal nature which cannot be conducted at a time not in conflict with the employee's regular work day, or an emergency over which the employee has no control which requires immediate attention. Notice of such leave shall be given as far in advance as possible. In giving notice of such leave, or immediately upon return to work from the leave if the leave was for an emergency, the employee shall complete the Personal Leave form required by the Board, in which he/she shall indicate the specific purpose for which the leave was taken. The Personal Leave form is available in the school office, Building Support Services Office, or in the Human Resources Office at J.F.K. Administrative Center. The intent of Personal Leave is not to extend vacation or holiday periods.

All decisions approving such leaves will be made by the Superintendent, or his/her designee, and shall not be unreasonably denied.

Personal Leave used for an emergency: the Personal Leave form must be filed by the end of the third school day following the absence, or deduction will be made from the pay.

### **Section 9.4 Sick Leave**

Each full-time permanent employee shall be allowed fifteen (15) work days per year with full pay.

Sick leave accumulation can be no more than two hundred forty (240) days. Any building support service staff employee who has accumulated the maximum number of sick leave days allowed is eligible to receive an attendance recognition sum of \$50.00 per sick day up to a maximum of ten (10) sick days. A sum of \$50.00 will be deducted from this attendance recognition sum for each sick leave day used during the year. Such attendance recognition sums will be paid to the employee within thirty (30) days after the last student attendance day of each school year.

A statement of accumulation of sick leave shall be given to each employee by the first paycheck of the new school year.

Sick leave is allowed for the following reasons:

1. Personal illness.
2. Death in immediate family or household. It is understood that "immediate family" shall be constructed as husband, wife, mother, father, son, daughter, brother, sister, grandfather, grandmother, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, or legal guardian.
3. Serious illness of children, parents, husband or wife, brothers or sisters.
4. Serious illness of other relatives if they reside in the same household as employee.

Employees contracting or incurring any non-service connected sickness or disability which renders such employee unable to perform the duties of his/her employment, shall receive sick leave with pay provided the employee has an accumulation of sick leave days. All full-time permanent employees who work at least forty

(40) hours per week shall be allowed pro-rated sick leave days based on 15 work days per year commencing on the date of seniority.

The intent of sick leave is not to extend vacation or holiday period. If said occurs an unexcused absence will be recorded unless a Doctor's note is provided.

If the absence for personal illness exceeds three (3) consecutive days, then the employee shall upon request furnish a physician's statement attesting thereto. Also, excessive or improper use of sick leave may result in the employee being required to obtain a doctor's statement. Any employee whose work is affected due to physical or mental condition shall be required to submit to a physical or psychiatric examination. In any of the above where a physical or psychiatric examination is mentioned, the following procedure shall be followed:

1. Examination by a Doctor appointed by the Board.
2. If result of examination is not satisfactory to the employee, he/she may be examined promptly by his/her own doctor.
3. If doctors in A and B disagree a neutral doctor selected by these two doctors will be called in and his/her decision will be final.

### **Section 9.5      Illness and Injury Leave**

Employees who have utilized all of their accumulated sick leave days and are unable to report to work due to the start of or continuance of a disability, may request an unpaid Disability Leave. Prior to requesting said leave, the employee shall inform the Superintendent or his/her designee of the nature of the

disability and the approximate length of time needed for said leave. The employee shall provide written medical verification which shows the diagnosis, prognosis, and duration of the disability. A one-time leave of absence shall be granted for a period of up to twelve months for a serious health condition. Such leave may not be taken on an intermittent or reduced time basis.

## **ARTICLE X – Vacations**

### **Section 10.1 Earned Vacation**

Earned vacation time shall be based upon the employee working the standard forty (40) hours per week. No employee will earn vacation time unless they have been on active pay status for a minimum of sixteen (16) days per month of service.

No vacation time shall be earned during the first ninety (90) days of permanent employment unless said service is satisfactory.

### **Section 10.2 Vacation Accrual**

Eligible employees shall be allowed vacation time off with pay. The amount of vacation time so allowed will be based on the following schedule.

1. From the first day of permanent service to the completion of five (5) consecutive years of satisfactory service, the employee shall earn .8333 day of vacation time per month.
2. After five (5) consecutive years of satisfactory service, the employee shall earn 1.0 day of vacation time per month.

3. After nine (9) consecutive years of satisfactory service, the employee shall earn 1.25 days of vacation time per month.

4. After twelve (12) consecutive years of satisfactory service, the employee shall earn 1.5 days of vacation time per month.

5. After fifteen (15) consecutive years of satisfactory service, the employee shall earn 1.666 days of vacation time per month.

### **Section 10.3 Survivor Benefit and Other Cessation of Employment**

In the event of death, survivors' benefits shall include prorated vacation pay up to the date of death. Vacation periods will be determined by the schedule in Section 2.

Any employee who is laid off, retired, or honorably terminated from service from the District shall be allowed prorated vacation pay up to the date of lay-off, retirement, or honorable separation from service.

### **Section 10.4 Choice of Vacation Period**

Vacations may be granted at any time during the calendar year except as hereinafter restricted. All requests shall be in writing. Requests for vacation should be turned in to Superintendent or his/her designee by March 1st of each year. Vacation requests are encouraged to be for a minimum of one (1) week and no vacation shall be approved for less than one day. In establishing vacation approvals, the Employer shall consider both the employee's preference and the operating needs of the District. Preference for vacation schedule shall be based on seniority when the request is

made by March 1st. When the Employer is unable to grant and schedule vacation preferences for all employees within a classification or within a facility but is able to grant some (one or more) employees such vacation preference, employees shall be granted such preferred vacation period on the basis of seniority. An employee who has been granted his/her first preference shall not be granted another preference request if such would require denial of the first preference of a less senior employee.

All requests outside the March 1st date must be turned in to the Superintendent or his/her designee in writing at least one week prior to the start of the vacation, except in case of emergency, and may be approved based on the date the request is received and not on seniority.

## **ARTICLE XI – Seniority**

### **Section 11.1 Seniority**

#### **11.1A Full-Time Employees**

There shall be five classifications, namely engineers, custodians, truck drivers, maintenance persons and grounds persons. All seniority, regardless of classifications, dates from the first day of permanent employment. No classification distinction is recognized when bidding for another job.

#### **11.1B Part-Time Employees**

After a part-time employee bids on a full-time job then the employee will be added to the full-time seniority list in accordance with Section 5 bargaining unit list.

## **Section 11.2 Promotions and Assignments**

### **11.2A Promotions**

Promotions from one position to another will be based on related work experience, ability, evaluation, disciplinary history and seniority. When employees are relatively equal in the above requirements, seniority shall prevail. The Superintendent or his/her designee will make the selection.

### **11.2B Assignments**

Assignments from one position to another as a result of bidding, will be based on related work experience, ability, evaluation, disciplinary history and seniority. Consideration of an employee's evaluation, for assignment bidding purposes only, will be limited to the following factor: an employee who has received an "unsatisfactory" rating in any component of his/her most recent evaluation, will not be eligible to bid. When employees are relatively equal in the above requirements, seniority shall prevail. The Superintendent or his/her designee will make the final selection.

## **Section 11.3 Notice of Opening; Bidding**

When any opening occurs, notice of such opening shall be presented as soon as possible, in writing, to each employee. The position shall be filled as soon as possible. Dated bids must be returned in writing by employee applicant. Applicant is responsible for reporting his/her bid to the Superintendent or his/her designee. Successful bidder is obligated to accept vacancy; withdrawal of bid only on approval of Committee and Superintendent or his/her designee.



Engineers successfully bidding another engineer position of the same building classification are required to remain in said classification for nine (9) months unless a position of higher classification becomes available, in which case the position of higher classification is also subject to the same time requirement. All other employees covered in this Agreement successfully bidding another position are required to remain in said position for a period of nine (9) months. Any exception to this rule must be agreed upon mutually between the District and the Union.

In the event an engineer, maintenance, custodian, truck driver, and grounds personnel is declared the successful bidder on another position, but proves unsatisfactory during the agreed probationary period, said engineer, maintenance, custodian, truck driver, and grounds personnel will be entitled to bid remaining job openings but is not assured of returning to position previously held.

#### **Section 11.4 Reduction in Force**

Should a reduction in force become necessary, employees who are not full-time permanent employees would be laid-off first, followed by employees with the least amount of seniority. In the event of employees being recalled, the reverse procedure shall be followed. Full-time permanent employees laid-off shall be recalled first before any part-time or new employees are employed.

Any employee laid off and recalled shall not lose his/her seniority. Said employee upon being notified must report within fifteen (15) days to retain his/her seniority. Failing to report within fifteen (15) days, he/she will forfeit all rights of seniority. The seniority of any employee who resigns and is later re-employed shall start from the date of re-employment.

### **Section 11.5 Seniority List**

As of July 1 of each year, the Administration shall furnish all members of Local #949 with a seniority list showing the effective seniority date of each employee.

To compute the seniority date each year for part-time personnel, calculate the percentage of their work day to a full eight (8) hour day as follows:

4 hours	50%
5 hours	62.5%
6 hours	75%

Subtract the above percentages from 100%. Take the resultant percentage times the number of work days in the fiscal year. Beginning with July 2, 1990, count the number of days from the above computation. For each successive year, make the same percentage calculation. Count the number of days from the previous year's seniority date. For part-time personnel, the seniority date will change each year.

### **Section 11.6 JFK Center**

The engineer's and custodian's position at the J.F.K. Center will be maintained on seniority bid list. The appointment of the engineer and custodian will be subject to the approval of the Superintendent.

### **Section 11.7 Assumption of Engineer Duties**

If requested, a building custodian must assume the engineer's duties within a 24 hour notice for a period not to exceed 15 days.

## **ARTICLE XII – Wage Scales and Work Schedules**

### **Section 12.1 Twelve Month Salary Basis**

Salaries shall be rated at a certain amount per year of twelve months, unless otherwise stated.

### **Section 12.2 Work Day and Work Week**

Eight (8) consecutive hours shall constitute a day's work and forty (40) hours shall constitute a weeks' work for all full-time employees. A work week is defined as Monday through Friday.

### **Section 12.3 Temporary Assignment**

A regular employee temporarily assigned to a position classification in an equal or lower rate of pay than his/her permanent position classification shall be paid his/her permanent position classification rate. If the employee is temporarily assigned to a position classification having a higher rate of pay than his/her permanent position classification, the employee shall be paid the higher rate of pay.

### **Section 12.4 Overtime**

Overtime work shall be paid for at the rate of time and a half for all work with the following exceptions: Work beyond eight (8) hours on Saturday and work on Sunday shall be paid at the rate of double time. Any work required on legal holidays shall be paid at the rate of time and a half plus regular pay. All overtime work must be cleared with the Superintendent or his/her designee, except in the event of Building Rentals. All pre-approved overtime must be recorded and submitted for supervisor signature no later than one (1) business day after having worked the overtime.

## **Section 12.5 Assignment of Overtime**

Overtime work shall be divided among regular employees within a building as equally as possible according to the requirement of the overtime work. There shall be no discrimination against any employee who declines to work overtime. No employee shall be assigned overtime work on more than one permit and no employee shall work more than eight (8) consecutive hours unless specifically authorized by the Superintendent or his/her designee. In the event no employee in the building wants the overtime, a list of qualified persons in the system desiring this work shall be used in rotation. Any employee who is required to work in an emergency shall not have his/her normal hours reduced to compensate for that time worked. Employees desiring overtime must submit their names in writing to the Superintendent or his/her designee.

## **Section 12.6 Call Back**

Employees called back to work after completing their regular work shall be guaranteed a minimum of two (2) hours pay for each call back at the applicable overtime rate.

## **Section 12.7 Building Check List**

Buildings shall be checked by the building engineer between the hours of 12:00 noon to 6:00 p.m. on Saturday and/or 6:00 a.m. to 12:00 noon on Sunday and holidays, at the discretion of the Superintendent or his/her designee to insure that none of the following have occurred.

1. Window and door glass breakage.
2. Unlocked windows or doors
3. Vandalism:
  - a. Exterior

- b. Interior (not detected by security system.)
- 4. Roof Leaks
- 5. Broken/leaking water lines
- 6. Broken/leaking steam lines
- 7. Sewer back-ups or pluggage
- 8. Excessive temperature - hot or cold
- 9. Air compressor failure
- 10. Lights or ventilating fans left on
- 11. Leaking natural gas
- 12. Mechanical malfunctions (not monitored)
  - a. Univents
  - b. Sump pumps
  - c. Vacuum return pumps
  - d. Circulating pumps
- 13. Urinal water running continually
- 14. Sill cocks open
- 15. Skylights broken
- 16. Window air conditioners running
- 17. Freezer malfunctions
- 18. Running drinking fountains
- 19. Power failures - necessary re-sets
- 20. Broken fan belts or drive belts
- 21. Unusual occurrences

Corrective actions shall be taken if any of the above occur and the Superintendent or his/her designee informed.

In lieu of the overtime and premium pay provisions set forth in this Article, building engineers shall be paid \$20 per building check and this shall be the sole and exclusive compensation for checking their buildings; provided, however, if corrective work is performed, overtime slips shall be submitted for the actual time involved in making the correction and such overtime shall be compensated at the applicable overtime rate.

## **Section 12.8 Time Recording Device**

All Union Employees will utilize a time recording device to document their daily arrivals and departures from work. When a time recording device is not available, the Union Employee(s) will write the beginning and ending times on the daily attendance log and have it verified by their immediate supervisor.

No District Employee shall activate a time recording device, or write the beginning or ending time on the daily attendance log for another employee. Anyone found activating a time recording device for another employee, or writing the beginning or ending times on the daily attendance log for another employee will be subject to immediate dismissal.

### **ARTICLE XIII - Holidays**

Employees shall be paid for all the following holidays during the work week which shall include the following sixteen (16) holidays: Friday following Thanksgiving Day, the day before Christmas, day before New Year's Day, Good Friday, Columbus Day, New Year's Day, Lincoln's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, Martin Luther King's Birthday, Presidents' Day, Casimir Pulaski's Day, and the Monday after Easter.

Should any of these holidays fall on Sunday, Monday will be considered the holiday, unless school is in session; if the holiday should fall on Saturday, it will be observed on the preceding Friday, unless school is in session.

In the event school is in session on the recognized legal holiday or its celebration day, a day off with pay shall be scheduled on the first available day that school is not in session following that

holiday, with the exception of Martin Luther King's Birthday, Lincoln's Birthday, Presidents' Day, and Casimir Pulaski's Day.

## **ARTICLE XIV - Affecting All Employees**

### **Section 14.1 General; Probation Period**

All new employees shall be hired from residents of District #86 in preference to non-residents providing qualifications are equal. All new employees will be hired on a trial basis for five (5) months of which four (4) months must be during the regular school session. Said employee shall not have the services of the Grievance Committee for this period. If at the end of this trial period their services are satisfactory, they shall become a permanent employee.

### **Section 14.2 Summer Hours**

During the summer months when schools are not in session and all employees are engaged in cleaning and repairing buildings and grounds, the work week shall consist of five (5) eight (8) hour days, normally Monday through Friday, 7:00 a.m. to 3:30 p.m. Under certain conditions some employees may be scheduled at other times than specified in this Agreement.

### **Section 14.3 Child Care Leave**

Childcare leave shall be defined as an unpaid leave granted for maternity, paternity, foster, or adoptive parenthood. It is understood that foster parenthood will apply to cases involving children under the age of ten (10) years.

An employee covered by this Agreement shall be permitted a leave of absence without compensation, without loss of seniority, or position on the salary schedule under the following conditions:

1. If a child care leave is desired, the employee shall arrange for a meeting with his/her supervisor at least ninety (90) calendar days prior to the anticipated leave. The purpose of this meeting shall be to work out the period of such leave subject to the provisions of this section.

In the case of foster or adoptive parenthood, notification of anticipation of a leave shall be given to his/her supervisor at the time the employee has been notified of eligibility. Such notification of anticipated leave shall be placed on file with the Personnel Office for a period of one year and renewable each succeeding year.

2. Notification of an employee's intent to return shall be given to the Superintendent or his/her designee, at least sixty (60) calendar days prior to the date his/her leave expires.
3. Childcare leave shall not exceed six months.
4. Unless the position has been eliminated, upon returning from child care leave, an employee shall be returned to their prior position. In the event that the position is eliminated, the employee will be placed in a position similar to the position he/she held at the time the leave commenced, or other position for which he/she is qualified.
5. All insurances may be kept in effect by the employee making premium payments to the district during the leave period.
6. A failure to return to work upon the expiration of



childcare leave shall be cause for the termination of employment.

#### **Section 14.4 Injury Compensation**

Compensation for injury received while in line of duty shall be paid according to the provisions of the Worker's Compensation Act.

#### **Section 14.5 On the Job Accident Report**

It is mandatory that an accident report be filed on the District form with the Personnel Office as soon as practicable after an accident has occurred on the job with the employee represented by the Agreement. The injury should also be reported to his/her assigned school and the Superintendent or his/her designee. If an accident occurs on a weekend, the employee must contact the Superintendent or his/her designee as soon as practicable.

#### **Section 14.6 Safety and Health**

Both parties to this Agreement hold themselves responsible for mutual cooperation for enforcement of safety rules and regulations. Should an employee complain that his/her work required him/her to be in unsafe or unhealthy situations, in violation of acceptable safety rules, the matter shall be referred to the Superintendent or his/her designee for investigation and review.

#### **Section 14.7 Uniforms**

So long as the employer requires employees to wear uniforms, the employer shall provide each employee with seven shirts and seven pairs of pants. The employee shall be responsible for the care and cleaning of the uniforms and shall wear the uniform as prescribed

by the employer. The employer shall repair or replace any shirt or pair of pants that is:

1. Damaged in the course of the employee's duties beyond repair through causes other than negligence of the employee; or
2. Worn and in need of replacement because of ordinary wear and tear in the course of the employee's duties.

In the event that uniform clothing is otherwise damaged, the employee shall be responsible for the replacement of the uniform article. Employees will be responsible for the return of uniforms issued by the employer, in good condition, less normal depreciation and/or destruction in the course of employment.

## **ARTICLE XV – General Conduct**

### **Section 15.1 Conduct**

As an employee of the Joliet Public Schools, District 86, he/she shall conduct himself/herself, both on and off the job, in a manner so as to bring credibility to the District.

### **Section 15.2 Discipline**

Discipline measures shall include only the following:

- Oral reprimand
- Written reprimand
- Suspension without pay (notice given in writing)
- Discharge

Disciplinary action may be imposed upon an employee for failing to fulfill his/her responsibilities.

The Administration shall make every effort to resolve these matters informally when appropriate. Except for cases of serious offenses, these disciplinary measures shall be viewed as corrective, not punitive.

### **Section 15.3 Suspension or Discharge**

Employees involved in violation of work rules governing the conduct and acts of employees will be subject to disciplinary action. The discipline could involve suspension or discharge. The Employer shall not discharge any employee without just cause. The employee and the President of the Union will be notified in writing that the employee has been suspended and is subject to discharge.

Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

## ARTICLE XVI – Monetary

### Section 16.1 Annual Salary Schedule

Annual Salary Schedule for 2012 - 2014 for Engineers, Custodians, Maintenance Persons, Truck Drivers and Grounds Persons:

<b>ENGINEERS:</b>	<b>2012-13</b>	<b>2013-14</b>
<b><u>Class A</u></b>	\$60,248	\$61,453
<b><u>Class B</u></b>	\$58,727	\$59,901
<b>TRUCK DRIVERS/GROUNDS PERSONS</b>	\$55,466	\$56,575
<b>CUSTODIANS</b>	\$52,357	\$53,404
<b>MAINTENANCE PERSON</b>	\$64,368	\$65,655

### Section 16.2 Part-Time Rates

Employees who work fifty percent (50%) or more of a normal full-time workload shall be paid \$16.92 per hour for 2012-13 (\$17.26 - 2013-14). Such employees shall receive pro-rated paid holidays.

### **Section 16.3 Newly Hired Custodians**

The custodian hired after the effective date of this Agreement shall be paid \$16.77 per hour 2012-13 (\$17.10 - 2013-14) for the first 90 days of employment. After completion of the probationary period, said custodian shall be paid at the rate of \$17.81 per hour 2012-13 (\$18.17 - 2013-14) for the remaining portion of the first year of employment.

Upon completion of the first year of employment, the said custodian shall be paid at the rate of \$19.03 per hour 2012-13 (\$19.41 - 2013-14) for the second year of employment. Upon completing two years of employment said custodian shall be paid according to the regular custodian salary schedule as in Article XVI of this Agreement.

### **Section 16.4 Differentials**

Differentials to be paid to all employees.

1. 15¢ per hour for working in two (2) buildings.
2. 19¢ per hour for beginning a shift between 10:30 a.m. and 3:00 p.m.
3. 33¢ per hour for working regular shift of 2 o'clock p.m. to 10:30 p.m. Effective July 1, 1973, new custodians employed as night custodians and receiving a differential shall not be paid said differential during summer months when performing services during the day hours. Employees hired prior to July 1, 1973 will receive their regular differential during summer months. Differentials do not include part-time employees.

## **Section 16.5 Health Recognition**

Engineers, custodians and other persons covered under this contract who retire from School District 86 and immediately take I.M.R.F. pension, the Board of School Inspectors will reimburse an accumulation of unused sick leave days up to a total of one hundred thirty-five (135) at the rate of \$12.00 per day provided the employee and all those covered under the contract notifies the Superintendent (or designee) in writing thirty (30) days prior to retirement date. Only that portion of sick leave days not used for retirement purposes will be used to calculate the total amount.

In the event of death of the individual covered under this Agreement and all other provisions of this section being met, the Board shall reimburse the estate of the deceased the benefits accrued under this section.

Eligibility for such payment will require a minimum of eight (8) years continuous service immediately preceding retirement or death and a minimum age requirement of sixty (60) years.

The following will disqualify an employee from eligibility for health recognition payment:

1. Any person who is dismissed by the Board of School Inspectors.
2. Any person who leaves the system contrary to the terms of the employment contract.
3. Any person who has previously received this benefit from District 86.

**Section 16.6 Direct Deposit**

Beginning with the new contract year, and every year thereafter, all newly hired bargaining members may participate in the district’s payroll check deposit program.

**ARTICLE XVII - Insurance**

Employees are, as of January 1, 1994, covered under the District 86 self-insured Preferred Provider Organization (PPO) health insurance program that is administered by Blue Cross/Blue Shield. The PPO includes physicians and hospitals.

**A. Hospitalization and Surgical Allowance.**

	<u>PPO Coverage</u>	<u>Non-PPO Coverage</u>
Hospitalization	90%	60%
Surgical	90%*	60%**

\* based on schedule of Maximum Allowances

\*\* based on usual and customary charges

**B. Diagnostic Benefits.**

<u>PPO Coverage</u>	<u>Non-PPO Coverage</u>
100%	60% after deductible is satisfied.

There is no cap on diagnostic benefits. Mammograms and pap smear applies to both single and family coverage.

Mammogram coverage shall follow the American Cancer Society guidelines; unless more frequent mammograms are deemed medically necessary by a doctor.

**C. Major Medical.**

	<u>PPO Coverage</u>	<u>Non-PPO Coverage</u>
Deductible		
Individual	\$300	\$750
Family*	\$900	\$2,250
	(*Maximum of three individual deductibles)	

**D. Dependent Coverage.** From birth to age 19, or 26 as required by law.

**E. Single Coverage.** Through the thirteenth (13<sup>th</sup>) pay day of the 2013-2014 school year, the Board shall pay 100% for single coverage for the length of this agreement. Commencing on the fourteenth (14<sup>th</sup>) pay day of the 2013-2014 school year and thereafter the Board shall pay 95% of the premium equivalent for single coverage and the employee shall pay 5% of the premium equivalent for single coverage.

**F. Dependent (Family) Coverage.** Through the thirteenth (13<sup>th</sup>) pay day of the 2013-2014 school year, the Board shall pay 100% for dependent (family) coverage for the length of this agreement. Commencing on the fourteenth (14<sup>th</sup>) pay day of the 2013-2014 school year and thereafter, Board shall pay 95% of the premium equivalent for family coverage and the employee shall pay 5% of the premium equivalent for family coverage.

**G. Term Life and AD and D.** The Board will provide \$20,000 term life and \$20,000 AD and D for the length of this Agreement.

**H. Dental Insurance.** The Board shall provide dental benefits for bargaining unit members as follows: \$25 deductible, 100% preventative, 100% routine, 50% major restorative. The type and kind of dental benefits and



coverage shall be subject to mutual agreement between the parties.

**I.** The Board reserves the right to choose its own insurance carrier, or to continue the District self-insurance program, as long as employee benefits are not less than those currently provided under the present policy.

**J. Prescription Drug Card.**

\$5.00 – generic

\$30.00– brand preferred

\$50.00– brand non-preferred

(note: if physician or employee selects the brand, the brand preferred or non-preferred amounts will apply)

Prescription Drugs: Prescription drug benefit paid at 100% after co-payment at participating pharmacy. Drugs purchased at a non-participating pharmacy are paid at 75% after co-payment.

Mail Order Prescription Maintenance Drugs: Employee pays two prescription card co-payment amounts for a 90-day supply. Drugs must be purchased through the approved pharmacy.

**K. Vision Insurance.**

The Board shall provide vision benefits for bargaining unit members as follows: One eye exam every twelve (12) months covered at 100% less a \$10.00 co-pay in-network, and out of network exams will be covered up to \$25.00. Lens replacement every twelve (12) months covered at 100% less a \$20.00 co-pay in-network, and out-of-

network services are covered according to the following schedule: single vision up to \$30.00, bifocal lenses up to \$35.00, trifocal lenses up to \$45.00, and lenticular lenses up to \$60.00. One pair of frames every twenty-four (24) months covered at 100% when selected from plan approved frame style. The cost for frames selected outside of the plan's approved styles will be the difference between a non-approved frame and the plan allowance. Frames selected from an out-of-network service provider will be paid up to \$45.00. Contact lenses when selected in lieu of a complete set of prescription glasses that are medically necessary are covered at 100% less a \$20.00 materials co-pay in-network, and out-of-network are covered up to \$210. Contact lenses that are elective are covered up to \$125 both in and out-of-network.

**L. Out of Pocket Limitation.**

Under the PPO coverage, there is a maximum of Out of Pocket expenses of \$1,500.00 per person. Under the non-PPO coverage, there is a maximum Out of Pocket expense of \$4,500.00 per person. Both types of coverage have a limit of three limits per family. The out of pocket expenses do not include the payment of deductibles.

**M. No Lifetime Maximum.** There is no lifetime maximum per person for all covered expenses.

**N. Emergency Room Co-Pay.** There is a separate \$150.00 emergency room co-pay for each Emergency room visit under both PPO and non-PPO coverage except if employee is admitted to the hospital.

- O. Upon retirement, employee may participate in the hospitalization insurance plan in effect at that time, including dependents, with said retired employee to pay the cost.

Each year every employee will receive a copy of the BC/BS PPO Directory of hospitals. Copies of the Directory of physicians will be available in each school district building.

## **ARTICLE XVIII - Contract and Negotiations**

### **Section 18.1 Schedule for Negotiations**

Negotiations will start no later than April 15th of final year of contract period. Written notice by the Union shall be submitted at least thirty (30) days prior to the negotiation day of April 15th.

This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph:

In the event that either party desires to terminate this Agreement written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in Section 2.

### **Section 18.2 Effective Date**

This Agreement shall be effective beginning July 1 of the contract period. The contract period is defined as a period commencing July 1, 2012 and ending June 30, 2014. In the event negotiations

continue beyond the June 30 date, agreements by both parties shall be retroactive to July 1 date unless otherwise mutually agreed.

### **Section 18.3 Entire Agreement**

This Agreement, upon ratification, constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

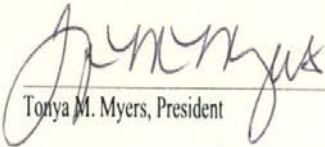
The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the duration of this Agreement, each voluntarily agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both of the parties at the time they negotiated or signed this Agreement.

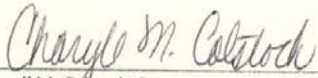
### **Section 18.4 Savings Clause**

If any provision of this Agreement is or shall at any time be contrary to or unauthorized by law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

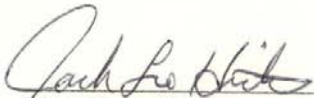
IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives on this 6th day of February, 2013.

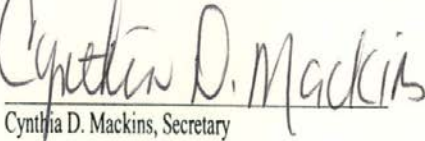
FOR THE BOARD OF SCHOOL INSPECTORS,  
DISTRICT NO. 86, WILL COUNTY, ILLINOIS

  
Tonya M. Myers, President

  
Charyl M. Colstock, Secretary

FOR ENGINEERS, MAINTENANCE, CUSTODIANS,  
TRUCK DRIVERS AND GROUNDS PERSONNEL  
AFSCME - LOCAL 949

  
Jack L. Hicks, President

  
Cynthia D. Mackins, Secretary

## **ADDENDUM TO AGREEMENT**

For the length of the 2012- 2014 contract with Local #949, the District will not lay off bargaining unit employees for purposes of contracting out work that can be performed by the employees in the bargaining unit. In addition, the District will make every effort to insure the security of its personnel and recognizes the integrity of the bargaining unit.

The District retains its right to contract out services. However, the District agrees to avoid contracting services, which are currently, routinely, and under normal circumstances performed by employees in this bargaining unit, whenever possible.

## ATTENDANCE POLICY

For the purposes of this contract 1) an unexcused absence will be recorded for any use of sick leave not accompanied by a Doctor's note when requested. 2) A tardy will be recorded when an employee reports to their work assignment any time after the posted start of their shift without providing notification to the employer to indicate the reason for the late arrival prior to the start of their shift. 3) A "No Call, No Show" violation will be recorded when an employee fails to notify the employer of their absence or tardiness in accordance with District call in procedures, and subsequently, does not report to work. Absences and tardiness records will be monitored on a 12 month basis beginning July 1 and ending June 30 on each year.

Excessive absenteeism, tardiness, and "No Call, No Show" incidents will result in the following disciplinary actions:

### No. of Unexcused

#### Absences

1

#### Consequence

Meeting/Oral Warning

2

Meeting/Written Warning

3>

Meeting/Suspension or Discharge

### No. of Incidents

#### of Tardiness

2

Meeting/Oral Warning

3

Meeting/Written Warning

4

Meeting/Suspension

5>

Meeting/Suspension or Discharge

No. of “No Call,

No Show”

Consequence

1

Meeting/Suspension 3 days

2>

Meeting/Suspension or Discharge

Employees who expend all earned sick leave will be placed on probation status and subject to disciplinary action including dismissal for any additional absence without pay.