

AGREEMENT

between

The Board of Education
Rockford School District No. 205

and

The Rockford Building Maintenance
Association
(RBMA)

July 1, 2018 through June 30, 2021

Table of Contents

ARTICLE 1 – RECOGNITION.....	1
ARTICLE 2 - PROBATIONARY PERIOD.....	1
ARTICLE 3 – SUBCONTRACTING	3
ARTICLE 4 - TERMS AND EFFECTS OF AGREEMENT.....	4
ARTICLE 5 - FRAMEWORK FOR COLLECTIVE BARGAINING.....	5
ARTICLE 6 - BOARD RIGHTS	6
ARTICLE 7 - ASSOCIATION RIGHTS.....	6
ARTICLE 8 - UNION SECURITY	7
ARTICLE 9 - LABOR/MANAGEMENT	9
COMMITTEE MEETINGS.....	9
ARTICLE 10 - GRIEVANCE PROCEDURE	9
ARTICLE 11 - EMPLOYEE DISCIPLINE	13
ARTICLE 12 – HUMAN RESOURCES FILE.....	15
ARTICLE 13 - SENIORITY AND LONGEVITY.....	16
ARTICLE 14 - STAFF REDUCTION AND RECALL.....	17
ARTICLE 15 - HOURS OF WORK.....	19
ARTICLE 16 - ALLOWANCE FOR EMPLOYEES' ABSENCE	28
ARTICLE 17 - VACATION ALLOWANCE	32
ARTICLE 18 – HOLIDAYS.....	33
ARTICLE 19 - ASSOCIATION LEAVE	35
ARTICLE 20 - LEAVES OF ABSENCE	36
ARTICLE 21 - HEALTH AND SAFETY	39
ARTICLE 22 - CLOTHING AND EYE WEAR	40
ARTICLE 23 - MECHANIC'S TOOL REIMBURSEMENT & INSURANCE	41
ARTICLE 24 – RETIREMENT.....	42
ARTICLE 25 - PAYROLL	43
ARTICLE 26 – MISCELLANEOUS.....	44

ARTICLE 27 - INSURANCE COVERAGE.....	45
ARTICLE 28 - STRIKES AND LOCKOUTS	50
ARTICLE 29 - TRANSPORTING STUDENTS	50
ARTICLE 30 - SCHOOL TESTING AND CERTIFICATION	51
ARTICLE 31 - TRAVEL REIMBURSEMENT.....	52
ARTICLE 32 - DURATION OF AGREEMENT.....	53
APPENDIX A.....	57

PREAMBLE

This Agreement, between the Board of Education of Rockford School District No. 205, Winnebago and Boone Counties, Illinois, and the Rockford Building Maintenance Association/IEA/NEA, incorporates a number of understandings which derive from the parties' mutual beliefs that each employee is entitled to know the terms and conditions of their employment, that the parties recognize the importance of orderly, just and expeditious resolution of disputes which may arise, and that by accepting the provisions of this agreement, commit themselves to work cooperatively and in good faith.

ARTICLE 1 – RECOGNITION

The Board of Education of Rockford School District No. 205, Winnebago and Boone Counties, Illinois, hereinafter the "Employer", hereby recognizes the Rockford Building Maintenance Association/IEA/NEA hereinafter the "Association", as the sole and exclusive bargaining representative for all full-time non-certified educational employees in the categories of Building Engineers, Custodians, Assistant Building Engineers, Program Supervisors, Driver Trainers, Dispatchers, Field Supervisors, HVAC Technicians, Stockroom Employees, Truck Drivers, Truck Helpers, Printers, Painters, Electricians, HVAC Mechanics, Plumbers, Carpenters, Locksmiths, Environmental Technicians, Communication Technicians, Site Maintenance Employees, Mechanics, Generator Mechanics, Body Shop Technicians, Bus Maintenance Specialists, State Inspection/Bus Wash Employees, Preparation Specialists, Relief Personnel, Small Motor Repairmen and Transportation Parts Persons employed by Rockford School District No. 205, excluding supervisors, managerial employees, and confidential employees as defined by the Illinois Educational Labor Relations Act.

ARTICLE 2 - PROBATIONARY PERIOD

All employees employed with less than six (6) consecutive months of service shall be denominated a "probationary" employee. A probationary period for all such new employees shall begin on the first day of full-time employment and end after the employee has completed six (6) consecutive months of full-time employment. A probationary employee may be discharged or disciplined at any time prior to the expiration of the probationary period without recourse to the rights provided by Article 10 of the Agreement. A probationary employee's access to the grievance procedure will be limited to grievances related to pay and hours of work. Upon successful completion of the probationary period, the employee's name will be entered on the seniority and longevity lists.

Performance evaluations of probationary employees may have the effect of either extending the six-month probationary period for two months or shortening the six-month probationary period by two months. Employees who have advanced to a higher classification or who have transferred to another department will be considered probationary under this Article. These employees will have full access to the grievance procedure, excepting that they shall be considered as probationary under the terms of this Article relative to the successful completion of their probation.

1. Employees who have had their probationary period extended to eight months and who have successfully completed their probationary period will move to the second lane on their respective wage scales. After the earlier to occur of the completion of 18 months from the date of employment or from the date of their advancement into a higher classification, they will move to the final lane of their respective wage scales.
2. Employees who complete their probationary period in four (4) months will move to the second lane of their respective wage scales and will move to the final lane on their respective wage scales after the completion of 16 months from the date of their employment.
3. Employees will be evaluated within six months from the beginning of their probationary period.
4. Employees who have their probationary period extended by two months will be given the reasons for their extensions in writing and will be given a list of items indicating steps they can take to successfully complete their probationary period. The Association will be presented with copies of these documents.

5. An employee who has been advanced to a higher classification or who has transferred to another department, and who does not successfully complete the probationary period, will be returned to his or her former position and pay scale.
6. Pay scale, as referenced in this Article, includes applicable step movement and longevity adjustments outlined in Article 15, Section B, Paragraph #3 of this Agreement.

ARTICLE 3 – SUBCONTRACTING

Such subcontracting in effect on/or before May 1, 1987 may, at the Board's option continue and/or be reinstated at any time in the future and shall not be subject to the provisions contained in the balance of this Article 3. Any work or services not having been subcontracted on or before May 1, 1987 will not be subcontracted by the Board unless the Board can demonstrate that such subcontracting is in the best interest of the School District because of economic or efficiency savings. The Board shall notify the Association of any such proposed subcontracting and meet with the Association for the purpose of consultation at the Association's request. At the time of such meetings, the Board agrees to negotiate with the Association concerning the impact such subcontracting may have on bargaining unit employees. "Impact" is defined as including job retraining at the Board's expense and/or severance pay for those employees in the bargaining unit who may be permanently displaced by subcontracting.

ARTICLE 4 - TERMS AND EFFECTS OF AGREEMENT

Section A - Legality

Should any Article, Section, or Clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, Section, or Clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated 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.

Section B - Complete Agreement

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in an amendment hereto.

Section C - Non-Discrimination

Neither the Employer or the Association shall discriminate against or in favor of any employee on account of race, color, creed, national origin, political belief, sex, age, marital or parental status, sexual preference, handicap, membership or non-membership in the Association.

Section D - Individual Contracts

Any individual contract between the Employer and an employee heretofore and hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement.

ARTICLE 5 - FRAMEWORK FOR COLLECTIVE BARGAINING

The parties shall commence bargaining for a successor agreement as per the Illinois Educational Labor Relations Act and its Rules and Regulations.

The parties mutually agree that it is undesirable to interrupt the school program or the occupational responsibilities of the Board members for the purposes of negotiations. Therefore, every effort will be made to schedule meetings when all involved personnel are free from such responsibilities. When negotiations are conducted during regular work hours, release time shall be provided for the Association's negotiating committee members.

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to this Agreement declares impasse. Should FMCS be unavailable, the parties shall immediately commence discussions as to a replacement, the Illinois Educational Labor Relations Board shall be notified.

Within thirty (30) days after the Agreement is signed, copies of this Agreement shall be printed at the expense of the Employer and presented to the Association President for distribution to each bargaining unit member. In addition, the Employer shall provide to the Association President one hundred (100) copies of the Agreement.

The Association President shall be responsible for delivering copies of the Agreement to new bargaining unit members.

ARTICLE 6 - BOARD RIGHTS

There is reserved exclusively to the Board all responsibilities, powers, rights, and authority expressly or inherently vested in it by the laws and Constitution of Illinois.

ARTICLE 7 - ASSOCIATION RIGHTS

Section A

The Association and its representatives shall have the right to use school buildings for meetings outside school hours, provided that when special custodial service is required, the Board may make a reasonable charge.

Section B

Duly authorized representatives of the Association and their respective affiliates shall have the right to transact official Association business on school premises providing such business does not interfere with the operations of the Board.

Section C

Within ten (10) days following Board action, names and addresses of newly hired staff members shall be provided to the Association.

Section D

To facilitate communications between the Association members and their representatives, the Board agrees that the Association may make reasonable use of interschool distribution facilities and services as well as bulletin boards in employee work areas. Any materials posted must bear the signature of any Association officer or member and removal date. The Association shall have the right to use school audiovisual and specified business equipment when reservations have been made with the supervising administrator or central office.

Section E

The Board agrees to inform the Association of any changes on forms which directly affect the bargaining unit employees such as transfers, leave policies, evaluations or other personnel related forms.

ARTICLE 8 - UNION SECURITY

Each bargaining unit member, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues. In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from wages of the non-member.

Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.

The obligation to pay fair share fee will not apply to any employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action at its own expense and through its own counsel, provided:

1. The Employer gives immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires; and
2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and all appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.

EXCEPTION - It is expressly understood that this save harmless provision will not apply to any claim, demand, suit, or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

ARTICLE 9 - LABOR/MANAGEMENT COMMITTEE MEETINGS

For the purpose of maintaining communications between Labor and Management, in order to cooperatively discuss and solve problems of mutual concern, labor/management meetings shall be held upon request of either party as needed. The requesting party shall prepare and submit an agenda no later than three (3) days prior to the scheduled meeting. The meetings shall be scheduled at a time, date and place of mutual agreement.

ARTICLE 10 - GRIEVANCE PROCEDURE

Section A - Definition

1. A "grievance" shall mean a claim by the Association or an employee that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.
2. Grievances may be processed by an employee or the Association on behalf of an employee not later than ten (10) days from the date the grievant(s) became aware of the occurrence giving rise to the complaint.
3. All time limits consist of work days defined as days the Administration Building is open.

Section B - Purpose

1. The purpose of this Article is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate.
2. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate member of the administration and to have the grievance adjusted without intervention of the Association, providing the adjustment is not inconsistent with the terms of this Agreement.

Section C - Procedures

The parties acknowledge that it is usually most desirable for an employee and his/her immediately involved supervisor to resolve the problem through free and informal communications. When requested by an employee, an Association representative may accompany the employee to assist in the informal resolution of the grievance. When the informal process is used, the timelines in this Article shall be suspended. At any time the Association determines that the informal process is not productive in reaching an agreeable solution, the formal process shall be initiated. The timelines will be reinstated with written notification of the formal grievance. The informal process must be initiated in writing prior to the expiration of the timelines set forth in Step 1. An email message is sufficient for this purpose. If the parties fail to resolve an issue within 20 working days from the initiation of the informal process (notification and acknowledgement) and the Association has not advanced the grievance formally, the grievance shall be considered withdrawn. The parties, however, may mutually agree to extend the 20 day period. For issues involving employee discipline, the Association shall copy the Department of Human Resources on the notice of the informal process request and shall involve the Department of Human Resources in this process.

Step 1:

The employee or the Association may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting involving the grievant, Association Representative, and the involved supervisor to take place within five (5) working days after receipt of the grievance. Within five (5) working days after meeting, the grievant and the Association shall be provided with the supervisor's written response.

Step 2:

If the grievance is not resolved at Step 1, then the Association may refer the grievance to the Chief Operations Officer within ten (10) days after receipt of the Step 1 answer. The Chief Operations Officer or designee shall arrange with the Association representative for a meeting to take place within five (5) working days of receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within five (5) working days after the meeting, the Association shall be provided with the Chief Operations Officer's response and reasons for the decision.

Step 3:

If the grievance is not resolved at Step 2, then the Association may refer the grievance to the Superintendent or his/her designee within ten (10) days after receipt of the Step 2 answer. The Superintendent or his/her designee shall arrange with the Association representative for a meeting to take place within five (5) working days of the Superintendent or his/her designee's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within ten (10) working days after the meeting, the Association shall be provided with the Superintendent or his/her designee's response, and reasons for the decision.

Step 4:

If the Association is not satisfied with the disposition of the grievance in Step 3, or if the Board Attorney fails to comply within the specified time limit, then the grievance may be submitted within thirty (30) days to binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association of the Illinois Educational Labor Relations Board which shall act as administrator of these proceedings. If a demand for arbitration is not filed within thirty (30) days of the Step 3 answer, then the grievance shall be considered withdrawn.

Presentations before the arbitrator shall not include any grounds or evidence except those which were presented in Step 1, 2, or 3. The arbitrator has no power to alter, add to, or subtract from this Agreement between parties. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursements as are judged proper. Each party shall bear the full costs of its presentation before the arbitrator and will pay one-half the cost of the arbitrator.

Section D - Time limits

1. Grievances may be withdrawn at any step of the grievance procedure without prejudice. Grievances not appealed within the designated time limits (and where there has been no mutual agreement of extension) shall be considered withdrawn.
2. Time limits at any step or for any hearing may be extended by mutual agreement of the parties.

3. The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level, and no employee shall be required to discuss any grievance if the Association's representative is not present.
4. If the Board Attorney and the Association mutually agree, a grievance may be submitted directly to arbitration.
5. Class grievances involving one or more employees or one or more supervisors, and grievances involving an administrator above the building level may be initially filed by the Association at Step 2.

ARTICLE 11 - EMPLOYEE DISCIPLINE

1. No employee shall be disciplined without just cause. Discipline may include, but is not limited to, warning, reprimand, suspension, reduction in rank, and discharge. At no time will the Employer be required to follow any specified order of disciplinary measures in any particular situation, unless otherwise provided herein. However, disciplinary action will be fairly and uniformly applied. At any time any such action is taken, written notice of the specified grounds forming the basis for disciplinary action will be delivered to the employee and the Association.
2. An employee shall be represented by the Association during any meeting which reasonably could result in disciplinary action provided a request for such representation is made to the employee's immediate supervisor prior to the commencement of any such meeting. The Employer will give the employee as much advance notice as is possible of such meeting.
3. No such meeting will take place until an Association representative is available, provided the employee has requested such representation; however, in the event a request for such representation has been made and the Association representative is not then presently available, the employee may be suspended pending such availability, but only in the event that the reason for the disciplinary meeting is related to conduct deemed irremediable by the Board.
4. Any adverse action initiated by the Employer or its designee under the provisions of this Article must be reduced to writing, with a copy mailed to the employee, within twenty (20) working days of the date the employer or its designee knew of the occurrence which is the subject of the action, and a copy mailed to the Association President.
5. When an employee exceeds his/her allotted sick days, the District will take the following progressive steps:

When completely out of sick days:

- 1st occurrence - Verbal warning
- 2nd occurrence - Written warning
- 3rd occurrence - Three day suspension
- 4th occurrence - Five day suspension
- 5th occurrence - Termination

Exceptions:

- a. Any approved leave;
- b. Emergency Room/Hospital Stay of Employee or Employee's spouse, child or parent;
- c. Worker's Compensation;
- d. Court Proceedings; or
- e. Outpatient Surgery.

Discipline issued to employees under the Sick Day Policy carries over from fiscal year to fiscal year. However, if an employee goes twelve (12) consecutive months without incurring any discipline under the Sick Day Policy, the disciplines he or she has will be removed from consideration; and the employee will start over on progressive discipline.

Any District authorized exceptions would be in writing and available for the Union President to review.

ARTICLE 12 – HUMAN RESOURCES FILE

Section A

Every employee shall have the right to examine in the presence of the person responsible for the files, the contents of the employee's building and Human Resources Employee files provided the administration shall have the opportunity to withdraw any confidential recommendations received prior to appointment.

Section B

Evaluations will be done annually. An employee shall examine and initial all material of an evaluative nature to be placed in his/her Human Resources Employee file prior to its inclusion in the file. An employee's initials or signature on any materials of an evaluative nature shall only signify that he/she has seen the material, but does not necessarily agree with its content. An employee may, within ten (10) days, present in writing a response to the evaluation to be included in the Human Resources Employee file.

ARTICLE 13 - SENIORITY AND LONGEVITY

Section A

Seniority is defined as that period of continuous full-time employment by the School District in a particular classification. Seniority shall be used to determine the order of selection of vacation dates. Longevity is defined as that period of continuous full-time employment by the School District.

Bargaining Unit Longevity is defined as continuous full-time employment with the RBMA.

Section B

Seniority Longevity, and Bargaining Unit Longevity are terminated upon the following:

1. Resignation;
2. Dismissal for Cause;
3. Retirement; or
4. Being on layoff for a period of more than two years.

Section C

Seniority Longevity, and Bargaining Unit Longevity are retained, but shall not accrue during the following:

1. Unpaid leave of absence or
2. Layoff for a period of time equal to longevity at the time of layoff.

Section D

Seniority Longevity, and Bargaining Unit Longevity continue to accrue during the following:

1. Paid leave of absence or
2. Temporary disability

Section E

Ties in Seniority and Bargaining Unit Longevity shall be broken by the following in order:

1. Longevity as defined herein.
2. Part-time service will be counted pro rata for the sole purpose of determining ties in seniority when the longest period of continuous full-time employment is equal.
3. Lot.

Section F

By July 1 annually, the Employer shall publish a seniority list and longevity list prepared according to the provisions herein, and the Association shall publish a bargaining unit longevity list.

Section G

Bargaining unit employees who become supervisors will have one year from the date that they leave the bargaining unit to reenter the bargaining unit. In such instances, they will retain any seniority they had when they left the bargaining unit. In such instances, vacancies must exist before these employees can reenter the bargaining unit. They may not reenter the bargaining unit during periods of layoff.

ARTICLE 14 - STAFF REDUCTION AND RECALL

Section A

The Employer agrees to inform the Association as far in advance as possible of any impending reductions in force and the reasons thereof. When details of the ultimate effect of the reduction are available, the information will be provided to the Association.

Section B

For employees hired prior to July 1, 2013, Bargaining Unit Longevity shall be used to determine layoff and recall.

For employees hired or transferred on or after July 1, 2013, Seniority shall be used to determine layoff and recall. There will be no bumping up.

For the purposes of Trades Department reductions, employees currently (as of July 1, 2007) in the positions of Energy Management Technicians and Communication Technicians will be considered Electricians or Steamfitters. Employees hired after July 1, 2007, will adhere to the provisions of Section D of this Article 14.

Positions of foreman and lead men shall not be counted as classifications separate from their respective trades for purposes of reduction in force. Nothing herein shall constrain the Board authority to reduce the number of foremen or lead men.

Section C

Employees shall be recalled in reverse order of layoff and/or returned to their former classifications in the reverse order of reduction.

Section D

An affected employee may move into a position he/ she has formerly held in another department by Bargaining Unit Longevity. If an affected employee has previously held positions in multiple departments, he/ she may only move into the most recently held position in another department by Bargaining Unit Longevity, not the previously held position with the highest current pay scale.

Section E

During a period of layoff, no bargaining unit position will be filled from outside of the District as long as there are laid-off or reduced personnel within the bargaining unit who are qualified to fill the position.

Section F

Sick days, seniority, and longevity will be retained for the duration of the recall period.

Section G

The pay will be for the job held after reduction. There will be no carryover of prior position pay.

Section H

All qualified employees in a given classification and those who have been reduced from a given classification may apply for open and/or new positions. Such positions will be advertised within the District and filled by Bargaining Unit Longevity.

Section I

The recall period will be for two years.

Section J

The Employer is responsible for sending notices to the most senior qualified employee. A copy of this article will be enclosed with the notice. Notice will be sent to the last address of record on file with the Employer. The employee must give a written response postmarked within seven (7) days of receipt of the notice of vacancy. Any employee who fails to respond to a proper notice of vacancy will be placed at the bottom of the recall list as it exists at the time of such failure to respond.

Section K

An employee may elect to be passed over, in which case the employee retains his/her position on the recall list, and the Employer will offer the position to the next most senior qualified employee. Each employee may twice elect to be passed over by giving written notice to the Employer within seven (7) days of receiving proper notice of a vacancy.

ARTICLE 15 - HOURS OF WORK

Section A - Compensation Plan

The minimum rate in a salary or wage scale should normally be considered as the starting rate for an appointee entering a position of the class.

However, in the case of an appointment by promotion or any kind of transfer, the beginning rate in the newly occupied position should not be less than that received in the position from which the promotion or transfer was made, provided this rate is within the new range.

An employee in a lower classification or pay range who substitutes for an employee in a higher classification or pay range at the request of the administration shall be paid at the higher rate of pay for the time he/she is substituting. This includes stipends for subforemen and lead persons.

Selection of substitutes for foremen and lead personnel in the Trades Department will be based on demonstrated job knowledge, attendance, and the applicant's ability to get along with fellow employees. The District will select such substitutes, and notify the Association of its selection, no later than one month after the ratification of this Agreement. The list of foreman and lead personnel substitutes will remain in effect unless the District can demonstrate its reasons for making changes.

Section B - Salary Scale and Classification

1. Employees hired on a full-time basis shall receive increases on their anniversary date. Anniversary date is defined as: each year following the date of hire.
2. Salary Scale Steps are interpreted as follows:
 - a. Step 1 Probation
 - b. Step 2 Six months
 - c. Step 3 Eighteen months
3. Longevity Plan: Three per cent (3%) of base pay for each five (5) years of continuous service with the Board of Education. Any adjustment to the schedule is reflected in base pay only.
4. Vehicle preparation personnel and truck drivers / helpers who substitute as bus drivers will be paid at a rate equivalent to top bus driver pay for the period of time they are substituting. Such substituting will be voluntary. This does not include time spent moving vehicles within the Sterling Holley facility.

Section C - Request for Transfer or Promotion

Notice of all vacancies will be posted in the members' primary job locations and on the District's website for a minimum of five (5) working days. Any qualified person may request transfer into a posted vacancy by submitting a written request for transfer to the Human Resources Department. Advancement on the pay scale during probationary periods will be governed by Article 2.

Vacancies shall be filled using the following procedures:

1. Vacancies which do not involve a promotion will be filled by Bargaining Unit Longevity. A vacancy not involving promotion is defined as a vacancy at no increase in pay and carrying the same job title.
2. The vacancy notice will include a description of the duties involved in the position, the qualifications expected, the classification of the position, number of hours worked per day, and the closing date for the bid on the vacancy.
3. Vacancies involving promotion will be filled as follows: When filling new or vacant positions, the District shall consider the applicant's qualifications, merit and ability (including performance evaluations), and relevant experience. Seniority will be considered as a factor if there are multiple applicants and all other factors, as determined by the District, are equal.
4. For promotions, qualified applicants from within the Department will receive first consideration. For all other vacancies, qualified applicants from within the bargaining unit will receive first consideration over qualified applicants from outside the District.

5. An Employee within the department that has the vacancy will be invited to participate in any interview involving promotion. The Employee participating in the interview may provide input, but the promotional decision shall be made by the District.
6. No employee will be transferred involuntarily unless:
 - a. His/her position has been eliminated, or
 - b. The District can demonstrate that the employee's transfer is in the best interest of the District and/or the employee.
7. A transferred employee may not apply to fill another vacancy within the same classification for a period of six months, except for promotions. This section may be waived at the discretion of the District provided the Association is notified of the waiver and the reason for waiving this language. In such instances, job postings should clearly state that this section is being waived.
8. All requests for transfer shall be submitted to the Department of Human Resources.

Section D- Work Week

1. The work week for employees covered by this Agreement shall consist of five days of eight consecutive hours each, Mondays through Fridays, except for holidays listed in Article 18. The work week for employees hired after the ratification of this Agreement in 1986 shall consist of five days of eight consecutive hours each, except for holidays listed in Article 18. The starting and quitting time of each shift shall be established by the Chief Operations Officer or his designee or the Executive Director of Transportation or his designee for the fiscal year by July 1st. Except in the case of bona-fide emergencies (including snow removal), after starting and quitting times have been set, regular daily shift schedules shall not be altered more than two hours. Seasonal changes in shifts will also be established one month before such change will be effective with starting and quitting times not being altered by more than four hours from season to season. The established shift season will not be extended or reduced by more than four weeks.

2. Work Schedule for 10 Month Employees:

Position	Before School Begins	After School Ends	Christmas Break	Spring Break	Institute Days	Snow Days
Dispatch	3 wks	1wk	Yes	Yes	Yes	Yes
Field Spvr*	3 wks	1 wk	Yes	Yes	Yes	Yes
Dispatch/ Field Trips	4 wks	0 wk	Yes	Yes	Yes	Yes
Bus Prep	3 wks	1 wk	Yes	Yes	Yes	Yes

*Field Supervisor may be assigned to work 2 weeks before school begins and 2 weeks after school ends; or, 1 week before school begins and 3 weeks after school ends to accommodate alternative schools and/or charter schools.

3. The summer work week may be implemented at the discretion of the District and administered through the Foreman, or Shop Manager. Guidelines for implementing the summer work week will appear as Appendix A in this Agreement.
4. The formula for figuring pay for snowplowing, to be paid to Site Maintenance personnel or substitutes only, is as follows: Any time in excess of the regular eight (8) hour shift shall be paid a ten per cent (10%) differential. Any hours in excess of a forty (40) hour week will be paid at the base rate plus the ten per cent (10%) differential times one and one-half (1-1/2).
5. The meal period shall be excluded in counting the eight hours (8) and shall be one-half (1/2) hour in length.
6. There shall be two (2) 10 minute breaks afforded all employees working eight (8) hours per shift. An employee must work at least four (4) hours in order to earn each break.
7. Except as provided below, all employees working full shifts shall be allowed an uninterrupted duty free thirty (30) minute meal period and shall be allowed to leave their work sites during the meal period.
8. Meal and break times may be scheduled by management.

Section E- Overtime

1. All work in excess of the normal 8 hour work day shall be compensated at the rate of time and one-half for the time beyond 8 hours in the normal work day.
2. An effort shall be made, as far as practicable, by the Foreman, and Shop Manager, to equalize overtime among the employees in their respective classifications. Overtime work assignments made by the, Foreman, and Shop Manager shall be limited to the ability of the individual employee to perform the work available.
3. Employees requested to work overtime on any outside activities, when the hours of work are not continuous to the regular schedule, shall be paid for hours worked. An employee shall receive a minimum of one (1) hours time at the individual's overtime rate for each such time he is requested to return to the building for overtime work. All overtime must be authorized in advance by the Employee's immediate supervisor.
4. Any employee who starts work (regular or overtime) at or after 1:30 p.m. for work periods of any length on any day will receive an additional 10% bonus on the applicable hourly rate of pay. All employees earning this pay shall maintain the higher rate of pay on days when students, or certified staff, are not required to be in attendance.
5. Site Maintenance personnel or substitutes will be paid a ten per cent (10%) differential for any shifts beginning before 5:00 a.m.
6. Employees will be paid double-time for Sundays and holidays.
7. Advancement on the pay scale during probationary periods will be in compliance with the terms of Article 2.

8. All employees will have the right to refuse overtime at any time for any reason, except for vandalism, breakdown, or other emergencies (such as and including acts of God). Such refusal will never be considered a violation of Article 29. Notwithstanding the foregoing, if an employee is assigned to transport students and such assignment may result in overtime, the employee is required to finish the assignment/route.

Section F– Electronic Timekeeping

When the district implements electronic timekeeping, the following rules shall apply [detailed work rules shall be jointly determined]:

1. For payroll calculation purposes, there will be an assigned 10 minute grace period before and after the defined scheduled start and end time of the shift:
 - a. Clock in of up to 10 minutes before scheduled start time will round up to the scheduled start time.
 - b. Clock out of up to 10 minutes after scheduled end time will round back to the scheduled end time.

For payroll calculation purposes, the total hours worked each day within the start and end of schedule will be rounded in quarter hour (15 minute) increments as follows:

Minutes Worked	Round To
0 to 7	0 minutes
8 to 22	15 minutes (0.25 hours)
23 to 37	30 minutes (0.50 hours)
38 to 52	45 minutes (0.75 hours)
53 to 67	60 minutes (1.00 hour)

Notwithstanding the above, an employee who is tardy to work or who leaves prior to completing his/her scheduled work hours shall be subject to disciplinary action.

2. Employees shall have four (4) "grace" periods per school year for which they may be tardy up to ten (10) minutes per occurrence and for which they will neither be docked nor disciplined. For five (5) or more tardies in one school year, the employee shall be docked.
3. Sick time may be used in fifteen (15) minute increments for doctor appointments and illness (self and family). If the employee has exhausted sick time, the employee will be docked, but must also have prior approval from his/her supervisor.
4. Personal business leave may be used in one-quarter hour increments.
5. In the event an employee must leave the building early on district business, the time shall not be docked, provided his/her supervisor has given advance approval to the employee.
6. Earned, unused vacation time may be taken in one (1) hour increments. Earned, unused vacation time shall be used between July 1 and August 1 of the subsequent year subject to the approval of the Employee's supervisor.

Section G- Foremen and Leadmen Allocations

1. If a department consists of one (1) employee, that employee will receive Leadman pay. If a department consists of two (2) or three (3) employees, one (1) of those employees will receive Foreman pay. If a department consists of four (4) or more employees, one (1) of those employees will receive Foreman pay and one (1) of those employees will receive Leadman pay. These allocations will apply to each shift.
2. In the Transportation Department, the second shift Foreman will be paid as a Leadman during the summer when there is no second shift.
3. a. When Foremen and/or Leadmen are required under this section, they shall receive an hourly stipend as follows:
 - Foreman - \$ 3.00 per hour
 - Leadman - \$.75 per hour

ARTICLE 16 - ALLOWANCE FOR EMPLOYEES' ABSENCE

Section A

Policy on Allowance for Employees' Absence.

1. Employees working 12 months shall be allowed each year twelve (12) days at full pay, credited July 1 for the current year, for the following reasons:
 - a. Personal illness;
 - b. Quarantine at home; or
 - c. Serious illness or death in the immediate family or household, and
2. Two of the above twelve days may be used by employees for personal leave for the purpose of conducting personal affairs which cannot be transacted on weekends or after working hours. If required by a supervisor, the employee must state that the reason for the personal leave is a family matter, a legal matter, or a business or professional matter.

3. Employees on approved personal business absence must inform the District by 2:30 p.m. of the last day of their leave if they expect their leave to be extended or shortened.
4. In addition to the annual leave of twelve days permissible for use under subparagraphs 1 and 2, any unused portion from the previous year/ years may be accumulated to an unlimited number of days.
5. An employee beginning up to and including the 15th of the month is given credit for the month; beginning the 16th or later, no credit is given for the month.
6. Upon termination of employment, if an employee has used more personal illness days than have been earned according to the schedule, the excess days will be deducted from the final payroll check.
7. Two additional sick days per year will be granted for I.M.R.F. retirement credit only to employees in the bargaining unit who are absent less than a total of three days during a calendar year. For purposes of this subparagraph 7 only, absences shall not include days of nonattendance for bereavement, days for which the employee is entitled to total temporary disability compensation under workers' compensation, days of non-attendance as the result of a disability in excess of 15 work days while under the active care of a physician, or personal leave under Article 16, Section A-2. All such days shall be recorded and written notification presented to employees by July 1 of each year. Bargaining unit employees who have no absences due to personal illness will be granted two additional sick days per year to be used only for I.M.R.F. retirement credit.
8. An employee may not accumulate time once the employee is not eligible for pay, such as during periods of prolonged absence.
9. An employee called for jury duty will be excused and paid his or her regular day's pay for each day of jury service. After receiving a check from the government for jury duty, the employee shall endorse the check and send it to the Director of Finance. Employees' leave is accumulated in the following manner for employees in terms of months of employment.

A1	A2	A1	A2
10-2	Complete Yr.	5-1	6 months
9-2	11 months	4-1	5 months
8-2	10 months	3-1	4 months
7-2	9 months	2-1	3 months
6-2	8 months	2-0	2 months
6-1	7 months	1-0	1 month

Section B

1. Allowance for absences which do not require a "Request for Leave" are as follows:
 - a. Personal Illness;
 - b. Quarantine at home; and
 - c. Serious illness or death in the immediate family or household.
2. The administrative definition of "immediate family" is husband or wife, child, brother, sister, parent, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in law, grandchild, wherever they may reside, or any other relative living in the same dwelling unit. Any deviation from this above listing must be approved by the Superintendent of Schools as recommended by the head of Operations, Transportation, or Finance.
3. Day shift personnel will notify their immediate supervisors one hour before the beginning of their shifts if they are to be absent due to personal illness. Second shift personnel will notify their immediate supervisors by 10:30 a.m. Third shift personnel will notify their immediate supervisors by 6:00 p.m.
4. When an employee wishes to be absent from duty, the employee is to submit an electronic request for time off and have this request approved by the immediate supervisor. While they may track time off, Foremen and Leadmen cannot approve leave time. Leave time, except in cases of emergency, requires two days' prior notice to the appropriate supervisor. Proof of need for Personal Leave may be required for leave time requested with less than two days notice.

Personal Leave shall not be granted on days immediately preceding or following holidays or vacation days. Such days shall be granted in cases of emergency.
5. After an absence of two consecutive days for personal illness, or after the absence of any day immediately preceding or following holidays or vacation days for personal illness, the employer may require a physician's certificate as a basis for pay during the leave. If treatment is by prayer or spiritual means, the certificate of the spiritual advisor or practitioner may be required. If the District requires a certificate from a physician for an absence of less than two days, except for absences of less than two days immediately preceding or following holidays or vacation, the District will pay for the cost of the physician's certificate. Such employees will be allowed a physician's visit during work time at no loss of pay.
6. The ruling regarding military leave or summer encampment is:
 - a. The employee can request time off without pay. No subsidization of pay is necessary.
 - b. The employee can request use of vacation days during this leave.

ARTICLE 17 - VACATION ALLOWANCE

Section A

1. Employees shall earn vacation leave on a pro rata basis each month beginning July 1 of each year in accordance with the following scale:

	10 Month Employee Vacation Hours	12 Month Employee Vacation Hours
<u>Start – 4 Years</u>	64	80
On the pay period following the completion of 5 Year <u>Anniversary – 12 Years</u>	96	120
On the pay period following the completion of 13 Year <u>anniversary - Up</u>	128	160

Vacation hours are pro-rated monthly when start / end position.

An employee beginning up to and including the 15th of the month is given credit for the month. Beginning the 16th and later no credit is given for the month.

2. An employee may not accumulate vacation time once the employee is not eligible for pay, such as during periods of prolonged absence.
3. Employees may not accumulate vacation leave; however, if an employee requests to accumulate vacation for extensive travel or another specific reason, the administrative supervisor of the employee may approve accumulating vacation leave not to exceed vacation time accumulated over a two-year period.

Vacation time cannot be used at the discretion of the Payroll Department for an absence other than vacation, without a written request from the employees, except as provided by Article 20.

4. Earned, unused vacation time may be taken in one (1) hour increments. Earned, unused vacation time shall be used between July 1 and August 1 of the subsequent year subject to the approval of the Employee's supervisor.

Section B

An employee leaving the service of the Employer in good standing shall be compensated for vacation leave earned and not used up to the date of separation, not exceeding one year's accumulation of vacation leave.

ARTICLE 18 – HOLIDAYS

Section A

Holidays with pay as follows:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday or President's Day
Casimer Pulaski's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving Day
1/2 day for Christmas Eve Day
Christmas Day
1/2 day for New Year's Eve Day

At the discretion of the Superintendent, the one half holiday days on Christmas Eve Day and New Year's Eve Day may be combined into one full day either on Christmas Eve Day or New Year's Eve Day.

In the event that the District's calendar includes a waiver for Casimer Pulaski Day, the one-half (1/2) holiday days on Christmas Eve Day and New Year's Eve Day will each become full day paid holidays.

Section B

An employee who is not eligible for pay on the regular work day before or after the holiday will not be compensated for the holiday.

Section C

When a holiday falls on a Saturday, the preceding Friday shall be observed if there is no school scheduled. When a holiday falls on Sunday, the following Monday shall be observed.

Section D

Holidays occurring during the vacation period shall not be charged against the vacation allowance.

Section E

Bargaining unit employees, with the consent of the appropriate Director, may exchange a holiday for another regular day, by mutual agreement with the Board, to facilitate the completion of work in buildings while school is not in session.

Section F

In incidents when the Superintendent of Schools closes schools for inclement weather, RBMA Staff who have already arrived at work, may be sent home and will be paid at their regular rate of pay for the hours that they have already worked plus hours for the remainder of the day up to a total of 8 hours. Employees who are required to remain at work or who are called to come in to work to start buses or for snow removal, or other jobs as assigned by their supervisor, will also be paid at a rate of time and one half for the hours they work that day after the snow day has been officially announced. Employees who are scheduled to come in early to work (i.e., prior to their scheduled shift) shall also be paid overtime for those hours worked outside of their scheduled shift). In addition, in the event the Superintendent of Schools intends to close the central office building for the entire central office workday (i.e., 8:00 a.m. through 5:00 p.m.), RBMA staff shall be provided at least one (1) hour advanced notice of such closure. Otherwise, all hours worked from 7:00 a.m. through 5:00 p.m. shall be paid at a rate of time and one half.

ARTICLE 19 - ASSOCIATION LEAVE

Each year the Association shall be authorized use of up to ten (10) days release time for its members to participate in Association or related activities, and an additional fifteen (15) days if the Association reimburses the Board of Education for the cost of substitute or additional personnel if they are deemed necessary to complete the assigned work. The additional fifteen (15) days may be granted with Board approval upon written request.

The Employer shall grant requests for unpaid leaves of absence for the purpose of serving an elected or appointed term as a state or national Association representative for up to a maximum of three (3) years.

ARTICLE 20 - LEAVES OF ABSENCE

The Superintendent may grant requests for unpaid leaves of absence for any valid purpose for up to one year. Requests for such leaves should be made directly to the Superintendent and contain a statement of the reason for such request. If granted, such leaves will be unpaid and provide no benefits other than reemployment in a similar position upon the expiration of the leave or, if a similar position is not available, in the closest vacant position then available. Employees on such leaves of absence shall not accrue seniority while on leave, but shall not lose the seniority accrued prior to the leave.

Employees are entitled to up to 12 weeks of leave during a 12-month period pursuant to the Family and Medical Leave Act (FMLA). A request for such leave must be filed with the Department of Human Resources in accordance with criteria established by the Department. An employee who has accrued paid leave (e.g. vacation, sick leave, or personal leave) must first use any qualifying paid leave with the remainder of the FMLA leave being unpaid. During FMLA leave, an employee is entitled to continued group health plan coverage as if the employee continued to work.

After six (6) months of continuous employment with the Employer, employees are eligible for Maternity Leave without pay for a period of nine (9) months, to begin at any time during her pregnancy, provided the employee states her intent to return to work for the Employer. Upon mutual agreement, employees may return at an earlier time.

Should an employee not take advantage of Maternity Leave as provided, that period of time between the day the employee leaves her duties, on her doctor's advice, and the day she is able to return to her duties, on her doctor's advice, will be considered sick days and subject to the provisions of Article 16.

Employees, while on leave maintain seniority, insurance benefits, accumulated sick days to date and all other accrued rights and benefits provided in this Agreement.

No employee will be required to terminate her professional duties solely because of pregnancy unless her physician certifies that she is unable to continue. The Employer has the right to require that a pregnant employee be examined by the Employer's physician with respect to her ability to continue her duties. Thirty (30) days following the Employer's receipt of written notice of an employee's

intent to return from Maternity Leave, the employee will be reinstated to her original job if it is vacant, or to an equivalent position for which she is qualified with equivalent pay, provided one is available, with no loss of seniority. If the employee's original job is not vacant, and if there is no vacancy for which she is qualified in an equivalent position in the same salary classification, then the returning employee will be placed in a lower salary classification but will continue to be paid at the salary classification she held prior to her Maternity Leave. At such time as a position becomes available for which she is qualified in her original salary classification, she will be offered that position and will assume the duties immediately. If she does not accept the first position offered for which she is qualified in her original salary classification, her compensation will become the salary for the classification she occupies.

After six (6) months of continuous employment with the Employer and, after presenting the Employer with proper medical documentation, employees will be granted a medical leave of absence of up to one (1) year.

- a. Before being eligible for medical leave, an employee must have used all of his/her sick leave days.
- b. An employee on medical leave will give the Employer one (1) month written notice of his/her intent to return to work. He/she will be reinstated to his/her original job, if it is vacant, or to an equivalent position with equivalent pay, provided one is available for which he/she is qualified, with no loss of seniority. If the employee's original job is not vacant, and if there is no vacancy in an equivalent position in the same salary classification for which he/she is qualified, then the returning employee will be placed in a lower salary classification. At such time as a position becomes available in his/her original salary classification for which he/she is qualified, he/she will be offered that position and will assume the duties immediately.
- c. The employee, while on leave, shall maintain seniority, insurance benefits, accumulated vacation and all other accrued rights and benefits provided in this Agreement.
- d. Employees who have exhausted accumulated personal illness days, but are unable to return to work because of continuous illness or injury may request a disability leave without pay for a period of up to three (3) months, which may be extended up to a total of twelve (12) months. The employee must report the disability within a reasonable time from when the need for leave becomes known.

ARTICLE 21 - HEALTH AND SAFETY

It is agreed that there shall be maintained such health, safety, and sanitation methods as are necessary to protect and preserve the welfare of the employees during working hours. Adequate washroom and toilet facilities shall be maintained where necessary.

All employees shall attempt at all times to practice good safety procedures. Any continued violation of safety practices shall be reported immediately. Any continuation of unsafe practices should be filed as a complaint so that the necessary procedures can be immediately put into operation in order to eliminate the unsafe practices. It shall be the responsibility of all the employees to use reasonable efforts to improve any and all unsafe conditions which may be called to their attention. Failure to take necessary action may result in disciplinary action.

The Board shall have the right to publish, from time to time, reasonable rules and regulations for the health and safety of employees. Such rules as published will be subject to changes, additions, or deletions by the Employer as in the Employer's judgment, conditions or experience dictate.

Any changes in existing employee health and safety rules will be reduced to writing and distributed to all of the bargaining unit members within three (3) days of the change. No action will be taken against any employee for any rule violation until such notification has been distributed in writing to said employee(s).

ARTICLE 22 - CLOTHING AND EYEWEAR

Where special clothing or equipment is required, the Employer will provide it on the following basis:

1. Hard hats, if required, at no cost to the employee.
2. If the Employer requires an employee to wear prescription safety eyeglasses on the job, the Employer shall be responsible for payment for one set of lenses and frames. The Employer shall designate the vendor from whom the lenses and frames shall be purchased and must pre-approve the estimated purchase price obtained from the vendor before the eyeglasses are purchased [for example, fashion eyewear will not be reimbursed]. Replacement eyeglasses will be purchased by the Employer in the same manner when the eyeglasses have been damaged on the job or the prescription has changed. Employees who desire prescription safety eyeglasses but are not required by the Employer to have them may be reimbursed only if their purchase was pre-approved by the Employer. Eye exams are reimbursed as provided under the Employer's Health Insurance Plan. If an employee is not eligible for the Employer's Health Insurance Plan and does not have coverage under a spouse's or parent's plan, the cost of the annual eye exam shall be reimbursed up to a maximum of \$45.00 per exam.
3. Transportation maintenance employees will be provided with eleven (11) uniforms and two (2) winter jackets. The Employer will be responsible for cleaning and repairing of such clothing. When leaving employment, all uniforms and jackets must be returned. Employees who are provided uniforms and jackets will be required to execute a payroll deduction authorization allowing the District to deduct the cost of clothing which is not returned from the employee's final paycheck.

ARTICLE 23 - MECHANIC'S TOOL REIMBURSEMENT & INSURANCE

For those employees in the Transportation Department who are required to have personal tools to perform their jobs, the Board will reimburse for the cost of such tools and indemnify such employees against loss from fire or theft of their personal tools on the following basis:

1. Mechanic's will be reimbursed a maximum of \$1000.00 each fiscal year for personal tools to perform their jobs, as deemed necessary by the District in its sole discretion. Reimbursement requests must be submitted to the Executive Director of Transportation for review prior to purchase and must be submitted after purchase with proof of purchase.
2. A deductible of \$250.00 will apply to each claimed loss.
3. An inventory of personal tools and cabinets containing them must be presented on an annual basis to the shop manager. Any tools having a value of \$50.00 or more purchased after the inventory is filed must be added to the inventory to be insured. Evidence of value must be shown if requested.
4. Tools must be kept in locked cabinets when not actually in use.
5. For theft coverage to be effective, evidence of forced entry must be shown when a theft loss is claimed.
6. This is not replacement value insurance. Actual value of stolen tools or those lost due to fire will be considered in reimbursing the employee whose tools are involved.

This coverage will be at the sole expense of the Board of Education. The Board reserves the right to self insure this risk.

ARTICLE 24 – RETIREMENT

Section A

Employees who are eligible according to state law will be covered by IMRF.

Section B

For employees who have served fifteen (15) or more years with the Employer and retire at age 55 or older, the Employer will extend Group Health and Dental insurance coverage to retirees and their eligible dependents until the retiree reaches the age of Medicare eligibility. The Employer will pay the individual premium for the retiree. Dependent coverage will be paid in total by the retiree.

The following provision is applicable only to individuals who retire or who have retired on or before the later of August 31, 2013 or the date on which the contract superseding that in effect from July 1, 2010 to June 30, 2013 is ratified: It will be the obligation of the Board to provide reimbursement of Medicare Part B monthly premiums upon proof of eligibility and enrollment. To receive Medicare Part B reimbursement, a claim form must be completed and submitted along with appropriate documentation from Social Security identifying Medicare Part B enrollment. The Employer will continue to extend Group Health insurance coverage to dependents who are not yet Medicare eligible at the expense of the retiree.

Section C

In accordance with the Illinois Pension Code and the Illinois Municipal Retirement Fund regulations, eligible retiring employees may use as much sick leave towards their retirement as possible. After utilizing two hundred forty (240) unused days, the employee shall be paid at the rate of \$20.00 per day for each remaining day not to exceed fifty (50) days.

Section D - Early Retirement

As applicable age eligibility provisions change with Social Security, Medicare, IMRF and other state and federal agencies the Board agrees to implement such changes as required by law.

ARTICLE 25 - PAYROLL

Section A – Payroll Deductions

All authorizations for payroll deductions may be initiated or changed at any time in writing with thirty (30) days prior notice for such items as:

- (1.) Association Dues;
- (2.) Credit Union;
- (3.) Tax-sheltered Annuities (e.g., 403(b)/Roth403 (b) plans);
- (4.) Combined Charities Funds

Section B – Pay Period

The pay period is bi-weekly including two work weeks that begin Thursday and end on Wednesday.

Section C – Direct Deposit

Employees who do not elect to receive their pay via direct deposit shall have their pay checks mailed on the same day as those employees receiving direct deposit to the address that the Employee has on file with Human Resources. Employee pay stubs will be accessible online. An Employee who wishes to receive a paper copy of his / her pay stub must submit a written request to the Payroll Department on each occasion.

ARTICLE 26 – MISCELLANEOUS

Section A - Health Requirement

New employees will be required to pass a physical examination and a tuberculosis test prior to acceptance for employment. The Board will pay the cost for this examination and test provided the new employee uses the provider(s) selected by the Board for which a direct billing (to the District) relationship shall be established.

Section B - Workers' Compensation Insurance

The Employer carries Workers' Compensation Insurance for its employees. If the employee sustains an injury arising out of and in the course of employment, it should be reported immediately to the Building Principal or immediate supervisor of the employee and also to the clerk in charge of accident reports in the administrative office of the Employer.

Section C

Employees will be paid every other Friday or according to established Board policy.

Section D

The District will post a link to the plan document on the District's website.

Section E

An Association representative will be allowed a reasonable amount of time to speak at any employee orientation meeting.

ARTICLE 27 - INSURANCE COVERAGE

Section A - Health and Dental Insurance Plans

Section 1

Bargaining unit employees whose normal work schedule is thirty (30) hours or more per week are eligible for health insurance coverage and dental insurance coverage.

Premiums will be deducted in equal installments from the first two paychecks of each month of the academic year (i.e., September through May). Monthly premiums shall be paid in equal installments such that 12 month employee premiums will be paid across a 12 month period and 10 month employee premiums will be prorated across a 9 month period thereby providing coverage across a 12 month period.

The premiums for the available plans are as follows:

Rates for the 2018-2019 Academic Year
For 12 Month Employees
Beginning of the 2018-2019 Academic Year
Employee Pays Percent of COBRA Cost (per month)

Category	PPO-1000 wellness	PPO-1000 non-wellness	HSA
Employee	\$46.69	\$66.69	0%

Employee + <u>children</u>	\$131.28	\$151.58	0%
Employee + <u>Spouse</u>	\$141.95	\$164.81	0%
<u>Family</u>	\$221.61	\$263.59	0%

**Rates for the 2018-2019 Academic Year
For 10 Month Employees
Beginning of the 2018-2019 Academic Year
Employee Pays Percent of COBRA Cost (per month)**

Category	PPO-1000 wellness	PPO-1000 non-wellness	HSA
<u>Employee</u>	\$62.25	\$88.92	0%
Employee + <u>children</u>	\$175.04	\$202.11	0%
Employee + <u>Spouse</u>	\$189.27	\$219.75	0%
<u>Family</u>	\$295.48	\$351.45	0%

* The above 2018-2019 PPO-1000 rates are calculated as follows: Employee Only insurance premiums would be a straight 7% of the Employee Only COBRA rate (i.e., Employee Only premium = COBRA x .07). Employee with dependent(s) premiums (whether Employee plus child(ren); Employee plus spouse; or family coverage) would be a “blended” 12.5. The blended rate applicable to Employee with dependent(s) premiums would be calculated as follows: Applicable COBRA premium for Employee with dependent(s) coverage (at the appropriate Employee plus child(ren); Employee plus spouse; or family coverage rates) minus COBRA premium for Employee Only coverage x .125. Once that number has been computed, the Employee Only Premium (at the COBRA x .07 rate noted above) will be added to that number and the total sum will then constitute the blended rate.

**Beginning of the 2019-2020 Academic Year
and through the 2020-2021 Academic Year
Employee Pays Percent of COBRA Cost (per month) ****

Category	PPO-1000 wellness	PPO-1000 non-wellness	HSA
<u>Employee</u>	7%	10%	0%
Employee + <u>children</u>	12.5%	15.5%	0%
Employee + <u>Spouse</u>	12.5%	15.5%	0%
<u>Family</u>	12.5%	15.5%	0%

** Employee Only insurance premiums would be a straight 7% of the Employee Only COBRA rate (i.e., Employee Only premium = COBRA x .07). Employee with dependent(s) premiums (whether Employee plus child(ren) for those participating in the PPO1000 wellness program; Employee plus spouse; or family coverage) would be a straight 12.5% of the COBRA rate for the applicable Employee with dependent(s) premiums (i.e., Employee plus child(ren), Employee plus spouse, or family coverage). (The “blended” rate noted above in the 2018-2019 academic year will no longer apply).

*** For the 2019-2021 Academic Year, Employees will pay 12.5% of the District’s total cost for the coverage they select (calculated in accordance with the rules used to calculate COBRA premiums, but without the 2% administrative fee allowed by COBRA); provided, however, that in no event will the employee portion of the premiums increase (for the same coverage option) more than 10% of the total COBRA cost. For example, if the Employee is currently paying 12.5% of a \$1000 COBRA premium and COBRA increases by 20% (i.e., increases from \$1000 to \$1200), then the Employee would only pay 12.5% of \$1100 (i.e., 10% of the COBRA increase).

As for the HSA Plan, the District will contribute the following sums in the employee’s HSA account in accordance with the Plan criteria:

HSA HSA Wellness

Employee	\$ 400	\$ 800
Employee + Ch	\$ 600	\$ 1,350
Employee + Sp	\$ 700	\$ 1,400
Employee + Family	\$ 800	\$ 1,750

Employees who do not elect Medical Insurance, shall pay the following monthly premiums for Dental Insurance in equal installments such that 12 month employee premiums will be paid across a 12 month period and 10 month employee premiums will be prorated across a 9 month period thereby providing coverage across a 12 month period:

Dental Only 7/1/18 – 6/30/21	12 mth	10 mth
Employee	\$5.24	\$7.00
Employee + Ch	\$10.12	\$13.51
Employee + Sp	\$10.50	\$14.00
Employee + Family	\$15.00	\$20.00

For Employees who take insurance, half of the monthly premium payment for insurance will be deducted from the first two paychecks of each month. In the event of a third paycheck in a month, there will be no insurance premium deducted unless there is a refund or deduction to correct a specific situation.

Changes in premiums will be effective at the start of each academic year.

Section B - Life Insurance Plan

Term life insurance with a face amount of \$20,000 plus a double indemnity clause for accidental death will be provided for each employee of the Board of Education. In the event of marriage or divorce of an employee, or the death of the beneficiary as listed on the insurance policy, the employee must complete the appropriate insurance form and submit to the Human Resources Department. Increased life insurance will be available on a voluntary basis at the expense of the participant.

Section C - Health and Dental Insurance Coverage

For the life of this Agreement, the Board reserves the right to change the providers and/or administrative elements of the insurance plans so long as such does not result in a reduction in benefits. Further, it is acknowledged by the parties that the availability of and/or the composition of an insurance plan that is purchased from a third party provider is outside the control of the Board and is subject to change by the third party provider; in the event that the third party provider determines that changes to an insurance plan are necessary and/or that an insurance plan shall be discontinued, the Board shall not be obligated to maintain that plan but agrees that it shall meet with the RBMA, as appropriate, to consider the effects of that decision and/or alternatives to the affected plan.

ARTICLE 28 - STRIKES AND LOCKOUTS

The parties, desiring orderly and peaceful relations between the Board of Education and all of its employees and to promote uninterrupted operation of the public schools, hereby agree that during the term of this Agreement:

1. The Board shall not lock out any of the employees represented by the Association, and
2. The Association and members of the bargaining unit shall not engage in any strikes, work stoppages, slowdowns, sick-ins, or any other interruptions or withholding of services by the employees represented by the Association which would disrupt the operations or administration by the Board of its programs, sites, or other employees, agents, or contractors. The employees represented by the Association shall not honor in any manner the withholding of services by other employees of the Board, whether or not such withholding of services is legal, nor shall they be permitted, individually or in concert, to honor any picket lines of other Board or non-Board employees.

ARTICLE 29 - TRANSPORTING STUDENTS

Occasionally, when regular drivers are not available in emergencies, it may be necessary to require all Transportation Department employees to transport students on school buses. [This requirement shall be effective for all new employees hired after June 13, 2006. For employees already employed on June 13, 2006, this requirement shall be applicable only for Field Supervisors, Dispatchers, and Driver Trainers.] On a voluntary basis, truck drivers / truck helpers may transport students on school buses.

ARTICLE 30 - SCHOOL TESTING AND CERTIFICATION

1. The Board will pay all employee costs involved, including travel outside the District, for courses required by the Board. For other courses related to an employee's work which have been preapproved in writing, the Board will reimburse employees for tuition, materials, and travel within the District.
2. Reasons will be given for any employee denied approval.
3. The District will pay all costs for A.S.E. certification testing.
4. The District will pay the full cost of certification and licensing for all personnel required to hold such certifications and licensing. Whether such certifications and licenses are required shall be in the sole discretion of the District, and approval shall be required prior to the costs being incurred.

5. The District will pay 100% of all required alcohol and drug testing.
6. All employees will be given the opportunity to take any course offered in the District, on their own time, tuition-free.
7. Successful applicants for the position of Truck Driver or Truck Helper will have ten (10) working days from the date of acceptance to secure proper licensing and will be paid retroactively on the appropriate pay scale once the licensing is secured.
8. For employees who in the course of their jobs are required to drive District vehicles and who experience a suspension of their driving privileges unrelated to their employment duties, the following process shall be initiated:

The employee shall provide the District a copy of any written notice from a governmental agency of an impending suspension of the employee's driving privileges. Within three (3) days of being informed by the employee of the impending suspension, the District shall convene a meeting with the employee and his/her union representative. No disciplinary action shall be taken with regard to the suspension of the employee's driving privileges until such meeting takes place. During the meeting, the parties will discuss and review the employee's work record, the department's work volume and needs, and the seriousness of the violation which resulted in the employee's driver's license being subject to possible suspension. Following the review of these factors, the parties may develop a short-term plan to allow the employee to remain employed in his/her current capacity with the District. Such short-term plan shall not exceed a period of more than sixty (60) days beyond the date on which the employee's driving privileges are suspended. Notwithstanding, at its sole discretion, the Human Resources Department may grant a reasonable extension of the employee's plan.

ARTICLE 31 - TRAVEL REIMBURSEMENT

Employees required to use their personal vehicles while in the course of their employment and/or in authorized service to the District shall be reimbursed at the mileage rate established from time-to-time by the IRS. Employees must comply with minimum insurance requirements established by state law.

ARTICLE 32 - DURATION OF AGREEMENT

This Agreement shall become effective July 1, 2018, and end June 30, 2021, and shall continue from year to year thereafter unless either party hereto notifies the other in writing at least sixty (60) days prior to July 1 that it desires to modify or terminate this Agreement.

Wage Scale

July 1, 2018 – June 30, 2019

	Start	½ year	1½ year			
Certified Enviro Tech	24.46	25.22	26.10			
Carpenter	27.02	27.46	28.20			
Steamfitter	28.98	29.50	30.29			
Plumber	29.06	29.52	30.28			
Electrician	28.88	29.36	30.16			
Communication Tech	28.88	29.36	30.16			
HVAC Technician	29.37	29.88	30.68			
Painter	25.27	25.77	26.44			
Printers	23.83	24.57	25.05			
Site Maintenance	19.66	22.54	22.77			
* Truck Helper	15.20	18.07	18.81			
Driver, Stockperson	16.76	19.58	20.42			
* Field Supvr, Dispatcher, Driver Trainer, Program Supervisor				22.16	22.79	23.71
* Parts Person	19.03	19.66	20.41			
* Bus Maintenance Specialist						
	14.55	16.28	18.00			

* Preparation Specialist, State Inspection/Bus Wash		13.78	14.66	15.14
* Mechanics, Body Shop Technicians, Generator Mechanics	24.30	25.20	26.10	

Wage Scale

July 1, 2019 – June 30, 2020

	Start	½ year	1½ year				
Certified Enviro Tech	25.20	25.98	26.88				
Carpenter	27.83	28.28	29.05				
Steamfitter	29.85	30.38	31.20				
Plumber	29.93	30.41	31.19				
Electrician	29.75	30.24	31.06				
Communication Tech	29.75	30.24	31.06				
HVAC Technician	30.25	30.78	31.60				
Painter	26.02	26.54	27.23				
Printers	24.31	25.06	25.55				
Site Maintenance	20.06	22.99	23.23				
* Truck Helper	15.51	18.43	19.18				
Driver, Stockperson	17.26	20.17	21.04				
* Field Supvr, Dispatcher, Driver Trainer, Program Supervisor				22.82	23.48	24.42	
* Parts Person	19.42	20.06	20.82				
* Bus Maintenance Specialist							
	14.99	16.77	18.54				
* Preparation Specialist, State Inspection/Bus Wash					14.06	14.95	15.44
* Mechanics, Body Shop Technicians, Generator Mechanics				25.03	25.96	26.88	

Wage Scale

July 1, 2020 – June 30, 2021

	Start	½ year	1½ year				
Certified Enviro Tech	25.70	26.50	27.42				
Carpenter	28.38	28.85	29.63				
Steamfitter	30.45	30.99	31.83				
Plumber	30.53	31.01	31.81				
Electrician	30.34	30.84	31.68				
Communication Tech	30.34	30.84	31.68				
HVAC Technician	30.85	31.39	32.24				
Painter	26.54	27.07	27.78				
Printers	24.80	25.56	26.06				
Site Maintenance	20.46	23.45	23.69				
* Truck Helper	15.82	18.80	19.57				
Driver, Stockperson	17.61	20.57	21.46				
* Field Supvr, Dispatcher, Driver Trainer, Program Supervisor				23.28	23.95	24.91	
* Parts Person	19.80	20.46	21.24				
* Bus Maintenance Specialist							
	15.29	17.11	18.92				
* Preparation Specialist, State Inspection/Bus Wash					14.34	15.25	15.75

* Mechanics, Body Shop Technicians, Generator Mechanics 25.53 26.48 27.42

* Classification / Department does not have any foremen or leadmen.

** Classification / Department does not have any leadmen.

NOTE: Employees will receive a 3.0% increase in fy19 and a 2.0% in fy21 increase to their base wage. For fy20, a 2% increase will be provided in the categories of (1) Printers; (2) Site Maintenance; (3) Truck Helper; (4) Parts Person; and (5) Preparation Specialist, State Inspection/Bus Wash. All other categories will receive a 3% increase.

APPENDIX A

Summer Work Week

1. The summer work week will begin on the second full week following the end of school, and will end on the Friday of the second full week before students return to school.
2. The summer work week may consist of any four (4) ten (10) hour days from Monday through Friday. Any week in which a holiday falls will consist of four (4) eight (8) hour days. The summer work week may be implemented at the discretion of the District and administered through the department supervisor. Employees will be allowed to request which days they would prefer to work.
3. Fourth of July week will be considered a normal work week, i.e., four eight (8) hour days.
4. There will be no added pay for a foreman or lead man substitute in the event that a Foreman or Lead man has chosen not to work a day of the week as part of his four (4) day work week schedule.
5. Vacation days, sick leave days, and personal leave days will be charged at the rate of one and one quarter (1-1/4) days for each ten (10) hour day. Foremen and Shop Managers will keep track of the hours.
6. Individual schedules may be adjusted so that buildings will be covered on days when students or staff are required to be in attendance, or when Park District programs are scheduled.